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GOVERNING PANDEMICS SNAPSHOT

A SERIES OF PERIODIC BRIEFINGS ON THE STATE OF GLOBAL REFORMS FOR PANDEMIC PREPAREDNESS AND RESPONSE (PPR) | JUNE 2026

What's left to tackle in the PABS talks? As the clock ran out, and then was extended for another year, on negotiations over the Pandemic Agreement's Annex on Pathogen Access and Benefit-Sharing (PABS), the diplomacy and the nitty-gritty of the issues faced were deeply linked. This edition of the Governing Pandemics Snapshot focuses on both, while noting that negotiators' increased understanding of the technical issues may help pave the way for resolving key sticking points in future rounds of talks.

On the side of the nitty-gritty, a perennial challenge is the sheer complexity, as Suerie Moon, the Global Health Centre's Co-Director, writes in her opening article of this four-part Snapshot series: "What has been achieved and what's left to tackle in the PABS talks?"

One hopeful point of progress, however, is the emerging, common understanding of how genetic databases and related systems work - as well as how the proposed WHO-coordinated laboratory networks and WHO-recognized sequence databases could play a key role. This has given negotiators a much more solid basis for actually making proposals and finding potential points of compromise.

Meanwhile, the recent outbreaks of hantavirus and Ebola Bundibugyo virus (EBV) illustrate a case of how open and more restricted gene databases work, as discussed in a narrative elaborated by Adam Strobeyko: "What Hantavirus and Ebola Outbreaks Teach Us About PABS Database Governance."

In the case of hantavirus, Swiss-based researchers who were among the first to sequence the virus opted for an open, unrestricted sharing. Meanwhile Ugandan and DR Congo researchers who sequenced EBV shared the data openly, but chose a model that imposes restrictions upon its use.

The narrative illustrates how scientists with different needs and links with databases make different sharing choices in real time. This happens against the backdrop of an increasing number of national laws addressing sequence data. It thus remains technically and legally impossible to impose a single governance model across all pathogen databases worldwide - a fact of life that any PABS agreement will have to acknowledge.

Based on these hard facts, Daniela Morich elaborates on the concrete proposals for benefit sharing models that are emerging from the PABS negotiations, and some initial glimmers of convergence in her article: "Building Common Ground: The Evolution of Benefit-Sharing Discussions in the Pandemic Agreement.'

Notably, there has been limited but meaningful acceptance — particularly from the European Union — that some form of structured benefit-sharing vis-à-vis products should apply not only during a Pandemic, but also during more "routine" Public Health Emergencies of International Concern (PHEIC), such as the current Bundibugyo Ebola virus raging in central Africa. While far from fully settled, this shift suggests a potential "landing zone".

While the 20% target for the real-time provision of products for pandemic emergencies was enshrined in the 2025 Pandemic Agreement - other types of proposed in-kind and monetary contributions have remained a sticking point in the PABS debate. But here, too, points of convergence may be emerging.

In terms of monetary contributions, some countries favour a system in which those contributions (presumably by pharma or other users of the pathogen data) serve exclusively to fund the operation of the PABS System, without requiring additional payments linked to the commercial value of products developed.

Others argue that benefit-sharing should reflect the value added of products developed using PABS materials; they therefore support financial contribution models that tie contributions to commercial returns.

In "Governance of the PABS Annex", the final article in this Snapshot series, Gian Luca Burci, looks ahead to the implementation of the Pandemic Agreement.

In particular, he points to the rather laconic references to a system of governance for the Accord, and how those might be interpreted and operationalized going forward. Elaborating further on how governance may really work in practice, is one of the next challenges that countries will face - once the PABS hurdle is really overcome.

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Editorial review: Diana Jalea, Elaine Fletcher, Health Policy Watch
Acknowledgements: we thank Anna Bezruki for her comments on an earlier draft.

WHAT HAS BEEN ACHIEVED AND WHAT'S LEFT TO TACKLE IN THE PABS TALKS?

By Suerie Moon, Global Health Centre's Co-Director and Geneva Graduate Institute Professor of Practice.

In the corridors of the 79th World Health Assembly (WHA), the frustration and gloom were palpable. Delegates had missed WHA's May 2026 deadline to deliver the Pandemic Agreement's (PA) Annex on Pathogen Access and Benefit-Sharing (PABS) - a necessary precondition for WHO member states to begin ratification of the Pandemic Agreement reached in 2025.

The WHA agreed to extend the talks for up to a year - noting that if consensus can be reached earlier a special session of the Assembly would be convened in 2026 – and many countries formally reiterated their commitment to getting it done. While the near total absence of 'green text' (indicating consensus) in the latest draft left the impression that little headway has been made, that may be misleading. A look back at countries` original proposal, and the evolution of negotiations over the past year, shows that progress has been significant, even if deep divisions remain.

Coming to terms with complexity

A perennial challenge with PABS is the sheer technical complexity of the issues. Diplomats must not only master the finer points of how laboratories, databases and product R&D work, but also envision how they could work differently. Over the past year, many delegates built a working familiarity with these topics – a necessary pre-condition to reaching agreement – and some previously-contested technical questions have largely been settled.

For example, the idea that an individual genetic sequence can be tagged with a 'universal persistent identifier' now seems to be widely-accepted, even if countries disagree on the definition and purpose of such identifiers. Most importantly, after 9 months, a clearer common understanding of how the overall system could work seems to be emerging, with WHO-coordinated laboratory networks and WHO-recognized sequence databases comprising the backbone.

Seeking a middle ground with a 'hybrid' pathogen data registration system

In addition, after months of establishing and defending their positions, delegates have cautiously started to put on the table proposals that seek to find middle ground. For example, a 'hybrid' pathogen data registration system has

now been proposed. This would give countries a choice of whether to share their data through open-access or registration-based databases; it aims to broker compromise between delegations wanting one or the other, an issue that my colleague Adam Strobeyko discusses further in the second article of this series.

The proposals for benefit-sharing during a Public Health Emergencies of International Concern (PHEIC) – and not only during (far less frequent) Pandemic Emergencies – reflect efforts to infuse more meaning into the overarching commitments of Article 12 of the Pandemic Agreement, as my colleague Daniela Morich addresses in her analysis, the third in this series.

Countries do not all agree on the particulars of these and other proposals put forward so far, but they reflect real efforts to find elusive 'landing zones' – a shift from the pure tug-of-war dynamics that marked the earlier months of PABS negotiations. Notably, the May 2026 WHA decision extending the PABS talks included in its scope of work a mandate for member states to find agreement "to develop legally binding contracts," a priority for the Global South, even if the content of those contracts remains a point of debate.

Financing PABS

A great deal of attention has focused on a few of the most contentious issues over the past year (e.g. databases, which benefits should be shared when), but other critical issues have had little air time.

For example, how will the PABS system be financed? This question involves not only flows of monetary benefits, but also where would the additional funds needed to operationalize a system come from, and how would PABS financing fit into the broader Coordinating Financial Mechanism agreed in the PA and International Health Regulations.

Technology transfer (including but not limited to licensing of intellectual property) is critical to achieve geographically diversified manufacturing capacity. But so far, countries have only agreed on the ends, not the means to make such transfers happen. Furthermore, key provisions for governance of the overall system remain to be defined. There is broad agreement on the need to create an expert PABS Advisory Group, but disagreement persists on the scope of the Advisory Group's mandate, and to whom it should report, as my colleague Gian Luca Burci discusses in the final article of this series.

US bilateral agreements: 'termites' in the wood of PABS architecture?

Finally, a new elephant in the room has emerged since negotiations began: how to design a multilateral system that can function alongside the growing number of US bilateral agreements - under which countries would be obliged to share pathogen samples and data with the US government in exchange for health aid.

Bilateral agreements can weaken multilateral ones if they create escape routes from multilateral obligations, which is particularly problematic for issues like pandemics where all countries are affected. Bilateral deals can be described as 'termites' in the wood of the multilateral PABS house that is still under construction, to borrow a phrase from the trade arena.

In brief, negotiators must resolve many issues in the months ahead, but the slow wheels of multilateral negotiations have been grinding forward and are set to continue.

It's also important to remember that while the PABS negotiations proceed, delegates will be contending with at least two other political issues on the global health agenda – the race for WHO's next Director-General and the global health architecture reform process. Contending with all three at the same time will stretch smaller delegations even more thinly across multiple negotiations. However, these additional bargaining chips could also open new possibilities for striking grand political bargains.

Countries have in their hands the ingredients for a PABS deal – the question is whether many cooks can make one stew, what ingredients it will contain, and how palatable it will be.

WHAT HANTAVIRUS AND EBOLA OUTBREAKS TEACH US ABOUT PABS DATABASE GOVERNANCE

By Adam Strobeyko, Legal Advisor and Researcher, Global Health Centre, Geneva Graduate Institute

Recent hantavirus and Ebola outbreaks have underscored the importance of rapid sharing of pathogen sequence information (SI) for pandemic response. Yet database governance — who controls access to pathogen SI, and on what terms — remains one of the most contentious issues in the PABS negotiations.

Global North countries favour open-access databases, arguing that unrestricted access maximizes the speed of scientific exchange and the interoperability of infrastructure that underpins pandemic preparedness; a number of Global South countries prefer registration-based databases, on the theory that registration creates the traceable link between data use and enforcement of benefit-sharing obligations.

Countries have shown little willingness to move from their stated positions on the open-access versus registration debate. The fault lines are well known. The difficult question is how to reconcile them in a negotiation that must produce an agreed text.

This piece looks first at the main database models discussed, then at how pathogen SI was shared during the recent hantavirus and Ebola outbreaks, before examining the hybrid proposal that has emerged and policy recommendations moving forward.

The database landscape

Three database governance models serve as the main points of reference in the PABS discussions. See our comparative table of database policies.

The oldest and most embedded is the **fully open model** of the International Nucleotide Sequence Database Collaboration (INSDC), whose three partner institutions — GenBank at the US National Center for Biotechnology Information, the European Nucleotide Archive at the European Bioinformatics Institute, and the DNA Data Bank of Japan — are public entities that are interoperable and make all deposited data freely accessible without registration, allowing for large-scale computational analysis without data access or transfer restrictions. GenBank alone holds 258 million sequence records, including over 14.6 million viral sequences. However, concerns over the risk of using data without acknowledging submitters have led infectious disease researchers to turn increasingly to different database governance models.

The **closed, registration-based model** is best illustrated by GISAID, which requires personal credentials, institutional affiliation, and agreement to terms of use that include mandatory attribution to originating laboratories. GISAID hosts around 22 million infectious disease sequences but does not exchange data with other databases. During COVID-19 it became the dominant platform for SARS-CoV-2 sequences, with its attribution requirement credited with encouraging participation from laboratories reluctant to share openly. It is operated by a private foundation; however, a 2023 investigation in Science raised serious concerns about its governance.

Pathoplexus, launched in August 2024, **illustrates a hybrid model with options for both open sharing and more restricted registration.** The database hosts more than 200,000 sequences. It played an important role in hosting sequences of hantavirus and Ebola Bundibugyo during recent outbreaks. Pathoplexus allows submitters to choose between two sharing modalities: immediate open sharing, with automatic transfer to INSDC, or open access with a time-limited use restriction of up to one year, during which the data remains publicly accessible but cannot be used as focal data in academic publications without submitter involvement. Once the restriction period expires, data transfers to INSDC automatically.

It is worth noting that these databases continue to adapt their governance in response to the needs of researchers. For example, INSDC and GISAID now also offer the option to embargo the use of data for a limited period of time to give researchers time to publish their findings. Recent emergencies also reveal a more complex picture than an overview of these models alone would suggest.

Two emergencies, two sharing choices: open registration of the hantavirus and restricted sharing of Bundibugyo

In April 2026, an Andes hantavirus outbreak was identified among passengers and crew of the Dutch cruise ship MV Hondius, spanning multiple nationalities. On 8 May, a near-complete genome sequence from a Swiss patient was posted openly on virological.org by Geneva University

Hospitals and the University of Zurich, with no access restrictions. Launched in November 2014, virological.org has served as the first point of release during COVID-19, the 2022–23 mpox outbreak, and other emergencies. Sequences from additional cases, contributed by laboratories in South Africa, Senegal, the Netherlands, and Switzerland, were subsequently submitted to Pathoplexus, with open submissions automatically transferring to INSDC. A public GitHub repository was simultaneously established to curate epidemiological data and sequences.

The contrast with the Bundibugyo ebolavirus (BDBV) outbreak is sharp. On 17 May 2026, WHO declared a public health emergency of international concern (PHEIC) in response to an outbreak in the Democratic Republic of the Congo and Uganda, the seventeenth Ebola outbreak in DRC and only the second caused by the Bundibugyo species. The Institut National de Recherche Biomédicale (INRB) in Kinshasa and the Central Public Health Laboratory (CPHL) in Kampala submitted sequences to Pathoplexus as Restricted-Use. This means that the data remains visible to everyone, but users must contact the data submitters for permission if they want to use the data, for example, in publications.

Researchers in DRC and Uganda chose Restricted-Use deposit rather than open release, a choice that reflects a legitimate concern: laboratories and scientists in the Global South who generate and share sequence data have too often received little recognition in return. Crucially, restriction under the Pathoplexus model does not mean inaccessibility: the data remains visible to everyone, which can be helpful for surveillance purposes. However, a scientist can only use the Restricted-Use data for a pre-print or publication, if he or she obtains an explicit permission from data submitters. Questions remain what could constitute further examples of "use" of the data and how legally enforceable these provisions are.

Both outbreaks also relied on virological.org as the immediate point of public release: the Swiss hantavirus sequence appeared there within days of confirmation, and the BDBV deposit on Pathoplexus was announced there, directing readers to the repository. Data posted there typically migrates later to formal repositories, but the forum provides immediate global visibility at the moment when phylogenetic context matters most. The importance and possibility of rapid dissemination of SI through public fora before it is "used" in a scientific publication — and its role in stirring scientific exchange — tends to be overlooked in PABS discussions which focus on database governance.

The IGWG 6 hybrid proposal for data management and why it stalled

A "landing zones" document circulated at IGWG 6 ahead of the May 2026 deadline proposed that Parties would deposit PABS SI in one or more WHO Recognized Databases of their choice. Registration would not be a mandatory condition of recognition, allowing both open-access and registration-based databases to qualify. All WHO Recognized Sequence Databases (WRSD) would notify users of PABS obligations.

Rather than adjudicating between models, the proposal thus created an umbrella under which both could operate. It did not gain enough traction pre-WHA. For the registration-model camp, notification after access is an insufficient substitute for mandatory pre-access registration — it generates an expectation, not a contractual commitment. For the open-access camp, routing sequences exclusively through WRSD before onward sharing risked delaying early release to informal channels, precisely the mechanism that got the Hondius sequence onto virological.org within days of confirmation.

Given the difficulties in reconciling different country positions, the spirit of the hybrid proposal could be seen as a step in the right direction: by leaving it to submitters — scientists in different countries — to choose their preferred sharing conditions.

Conclusions

The 2026 outbreaks present real-life case studies of sharing pathogen data in an emergency. They also present a complication to how database governance has been discussed so far in the IGWG process. Scientists with different needs and links with databases have made different sharing choices in real time. They will continue to do so globally, as it remains technically and legally impossible to impose a single governance model across all pathogen databases worldwide.

The question remains how to account for this plurality of interests and policies and how to ensure benefit-sharing obligations apply across different database-governance models. One possible solution could consist of working with existing tools rather than replacing them. Universal Persistent Identifiers (UPIs) — such as accession

numbers — already exist and are widely used by databases. They could be developed and coupled with the use of country-of-origin metadata as well as other identifiers, such as DOIs and ORCIDs, that scientists are familiar with, to create a portable and traceable chain of provenance regardless of the database where the data sits.

Benefit-sharing obligations could then be tied to what users actually do with the data, while differentiating between different categories of users. Such an approach is potentially harder to avoid than access-based triggers, which can be sidestepped by sourcing from whichever platform or country carries the lowest obligation. WHO recognition criteria for databases could thus focus on implementing WHO standards and informing users of PABS obligations rather than imposing a single database governance model: a solution in line with WHO's guidance on attributes and principles of genomic data-sharing platforms, which defines platform attributes across technical, governance, and ethical dimensions without mandating uniformity.

BUILDING COMMON GROUND: THE EVOLUTION OF BENEFIT-SHARING DISCUSSIONS IN THE PANDEMIC AGREEMENT

By Daniela Morich, Head of Policy Engagement and Global Health Platform at the Global Health Centre, Geneva Graduate Institute

Article 12 of the WHO Pandemic Agreement provides the foundational framework guiding negotiations on the Pathogen Access and Benefit Sharing (PABS) Annex. It establishes a core dual principle: the rapid and timely sharing of PABS Materials and Sequence Information – essential for emergency response, and, on an equal footing, the rapid, timely, fair, and equitable sharing of benefits arising from their use.

The operationalisation of this principle has been the central challenge of the negotiations, as translating this balance into a concrete and enforceable system has forced the IGWG to confront difficult questions of legal form, institutional design, and the nature of obligations.

Although WHO Member States were unable to conclude the Annex in time for adoption at the 79th World Health Assembly, the negotiations nonetheless advanced, as highlighted by Suerie Moon in her article. This article focuses on the progress made in the benefit-sharing components of the system.

Operationalizing benefit-sharing: a challenging ascent

In August 2025, Member States submitted initial text proposals, including regional group submissions representing more than 100 countries. Across these proposals, benefit-sharing was consistently treated as a package combining both monetary and non-monetary elements, grounded in principles of solidarity, equity, and mutual responsibility.

At the same time, the proposals underscored persistent divergences on how the package should be operationalised. Member States differed on whether obligations should be mandatory or, under certain criteria, flexible, the actors to whom they should apply, the level of contractual enforceability, and the extent to which benefit-sharing commitments should apply outside Pandemic Emergencies.

From Tentative Language to Contractual Obligations

These divergences were evident from the outset and quickly led to political tensions. Particularly, Global South countries argued that access obligations were drafted in stronger legal language ("shall"), while benefit-sharing obligations were framed in softer or conditional terms ("options," "where available," "as appropriate"), as seen, for instance, in the first Bureau Draft Text.

Since then, the prospect that benefit-sharing would remain optional or aspirational has receded. Successive iterations of the Bureau text have introduced stronger legal language across all benefit-sharing components, identifying concrete obligations for a range of actors—including manufacturers, entities using PABS materials or sequence information for commercial purposes, and entities using PABS information for non-commercial purposes.

These obligations are now expected to be operationalised and enforced through contracts that WHO will conclude with PABS participants, with further elaboration anticipated in the next phase of negotiations.

Obligations on medical products and monetary contributions as key pillars

Progress was also seen in other areas. One politically sensitive issue has been the question of obligations to reserve a defined share of pandemic-related health products for real-time availability. Article 12 of the Pandemic Agreement identifies obligations for making a proportion of safe, quality and effective vaccines, therapeutics and diagnostics available during pandemic emergencies, understood as high-severity, globally disruptive events requiring exceptional measures.

For situations declared as Public Health Emergencies of International Concern (PHEICs) – more frequent but generally lower-intensity public health events – the text, while foreseeing the possibility of making products available, has been far less prescriptive. Negotiators spent considerable time debating whether and how similar obligations should apply outside full pandemic emergencies.

In later stages of the negotiation, partial convergence began to emerge. Notably, there has been limited but meaningful acceptance — particularly from the European Union — that some form of structured benefit-sharing vis-à-vis products should also apply during PHEICs. While far from fully settled, this shift suggests that a "landing zone" might emerge on this question.

Monetary contributions have similarly evolved from broad acknowledgment to more detailed—though still highly contested—models. On this issue, competing approaches reflect deeper philosophical differences. Some countries favour a system in which monetary contributions serve exclusively to fund the operation of the PABS System, without linking payments to commercial value.

Others argue that benefit-sharing should reflect the value generated from products developed using PABS materials, and therefore support models that tie contributions to commercial returns. Examples include percentages on annual net sales revenue derived from products developed using PABS materials; royalties, calculated as a percentage of net sales from PABS-derived products; or milestone payments into the PABS Fund, for example when a product using PABS materials enters Phase III clinical trials. Whether these contributions will ultimately be included in PABS contracts, how they will be used, and who will decide on their allocation remain open questions—ones that will undoubtedly occupy negotiators in the months ahead.

A more structured menu-based approach

Alongside monetary mechanisms and set-asides, the "menu-based" approach to non-monetary benefits (excluding set-asides of products) remains an important feature of the emerging architecture. Manufacturers would commit to a defined set of options which currently include technology transfer, capacity-building, licensing arrangements, and research collaboration. However, concerns persist that the existence of broad options risks reducing implementation in practice, particularly for politically sensitive areas such as technology transfer. These concerns are informed by experience under other frameworks, including the Pandemic Influenza Preparedness (PIP) Framework, where certain options — notably technology transfer — have historically never been chosen by industry actors.

In response, Member States have discussed a proposal to divide the options into two distinct "menus:" one containing "lighter-touch" measures such as capacity-building, and a second reserved for "more demanding" commitments such as licensing arrangements and technology transfer. Under this approach, manufacturers would be required to select at least one option from the more stringent menu, thereby preventing a repeat of past patterns in which commercial actors gravitated toward the least costly obligations and left the more consequential measures largely unimplemented.

An Emerging Framework

Taken together, the negotiations on the PABS Annex on benefit-sharing show the complexity of the task of imagining a new system from scratch. Not surprisingly, the system is still evolving.

Countries broadly agree on the principles of equity and solidarity, but turning these into a workable, contract-based system has proven difficult. Key differences remain — especially on financing, emergency access thresholds, and how binding the obligations should be — yet there is a gradual move toward a shared understanding of what benefit-sharing could look like in practice.

GOVERNANCE OF THE PABS ANNEX

By Gian Luca Burci, Senior Visiting Professor in International Law at the Geneva Graduate Institute and Academic Advisor at the Global Health Centre. He co-leads the Governing Pandemics Initiative

The governance of the PABS Annex must be seen in part in its own right through what transpires from the draft text and what we are able to glean from delegates. At the same time, it cannot be detached from the governance of the overall WHO Pandemic Agreement (PA) of which it will form an integral part. The institutional governance of the PA has been negotiated relatively late during the Intergovernmental Negotiating Body (INB) process and, maybe as a consequence of the lack of time and possible political differences, it is surprisingly laconic in comparison to other multilateral treaties, first of all multilateral environmental agreements but also the WHO Framework Convention on Tobacco Control.

Focusing now on the draft Annex as submitted to the 79th WHA (A79/8), the text lays out the role and authority of three bodies, two of which are carried over from the PA:

1. The COP (Conference of the Parties) as the ultimate governing body for the PA as well as the Annex, with a relatively general role under Article 19 but ultimate oversight and promotional functions;
2. The PABS Advisory Group (PABS AG), defined in section III.A.1 as a subsidiary body of the COP;
3. The WHO Secretariat, as secretariat of the whole pandemic agreement under Article 22 thereof.

As IGWG delegates have experienced, one of the main challenges in the current negotiations is whether a number of detailed obligations should be included in the Annex or whether their operationalization could be entrusted to the COP. A prominent example of this dilemma, as explained by Daniela Morich in this snapshot, concerns the legally binding contracts that participating manufacturers or other actors should conclude with WHO for the purpose of defining benefit sharing obligations. This in turn reflects the lingering mistrust among groups of Member States with regard to the enforcement of those obligations. It also raises the question of the amount of power to be entrusted to the COP – which initially will inevitably have a limited membership since it will take 60 ratifications to bring the agreement into force and the COP into life - versus the control that the whole WHO membership can keep by finalizing detailed arrangements in the Annex to be adopted by the WHA. Although this is a central political issue affecting the negotiations, this section of the snapshot will not focus on them directly but rather on the institutional structure that transpires from the draft Annex and that raises similar political questions.

The draft submitted to the WHA shows areas of convergence around the composition and some of the functions of the Advisory Group as well as the language on the role of the Secretariat that largely reproduces Article 12. The main areas of disagreement concern the accountability of the Advisory Group to the DG or the COP; and whether the authority to approve and revise the terms of reference of the WCLN and recognized databases rests with the DG or with the COP. In other words, the main divide that transpires from the text - in the absence of clear public statements - is about power and control over some of the institutions and processes that may exercise a significant influence over the implementation of the PABS Annex and, by extension, of the Pandemic Agreement as a whole.

In particular, the draft Annex define the PABS AG as a subsidiary body of the COP but also has bracketed language to the effect that it shall operate “in a manner consistent with the WHO Regulations for Expert Advisory Panels and Committees” and has further brackets over whether the PABS AG will report to the COP “through the Director-General.”

WHO advisory bodies are usually established and convened by the DG and fall under the WHO Regulations on Expert Advisory Panels and Committees (the Regulations). Their members are independent experts selected by, and accountable to, the DG and enjoy a protected status through privileges and immunities under the WHO Constitution to safeguard their independence. The approach historically followed by WHO with few exceptions aims at “depoliticizing” advisory functions that have to be based on evidence and public health considerations rather than intergovernmental negotiations and political compromise. For this reason, advisory bodies usually fall and remain under the authority of the Secretariat.

Under section 2.3 of the Regulations, the WHA or EB may establish and dissolve expert committees and are informed by the DG of the outcome of their conclusions, but they don't have a role in the deliberations and decisions even though it has become relatively common to solicit comments from member states and possibly other stakeholders. Advisory bodies usually perform a function internal to the Secretariat and do not have the authority to reach out to member states or other external actors without the authorization of the secretariat. It should be added that, in WHO's practice, the establishment of formal expert committees by the governing bodies has been the exception for reasons of cost. More often, it is the Secretariat that takes the initiative in establishing and convening advisory bodies without the formal title of "expert committee" but using by default the WHO Regulations as the legal basis for their convening, procedure and the outcome of their deliberations.

At the same time, the initial convergence reached on the definition of the PABS AG as a "subsidiary body" of the COP suggests that negotiators may be envisaging a structure, mandate and accountability tied more closely to Parties through the COP than just to the DG and therefore potentially more policy-oriented than purely technical. There are indeed precedents of WHO advisory bodies that have diverged from the "classic" model summarized above for political reasons, while still being composed by individual experts rather than government representatives. One example is the PIP Advisory Group that, albeit formally falling under the above-mentioned regulations, has a stricter regional representation more typical of intergovernmental groups, and whose functions go beyond purely technical advice and deal with questions of policy. Another example is the Independent Oversight and Advisory Committee for the WHO Health Emergencies Programme (IOAC) - established by the DG at the request of the EB in resolution EBSS3.R1 of January 2015 "under the auspices of the [EB]" – that performs a managerial function and reports to the governing bodies. Yet another example is the Consultative Expert Working Group on Research and Development: Financing and Coordination (CEWG) established by the DG at the request of the WHA through resolution WHA63.28 of 2010 with members formally appointed by the DG after a complex process involving Member States and the regional committees and whose reports were submitted directly to the EB and WHA. In other words, while the WHO Regulations provide a blueprint that is followed for most technical advisory bodies, political considerations have led to hybrid models that retain some of the characteristics of "classic" advisory bodies while playing roles that exceed technical advice and being more closely related to Member States and the governing bodies.

Finally, it should be noted that paragraph 4 of Article 19 of the Pandemic Agreement enables the COP to establish subsidiary bodies or to delegate functions "to bodies established under other agreements adopted under" the WHO Constitution. Even though to our knowledge there have been no discussions on the implications of such delegation, that provision may apply to the implementation committee of the International Health Regulations (IHR), but it may also apply to the Advisory Group of the PIP Framework if we consider the Framework an "Agreement." The possibility for the Parties to the Pandemic Agreement of relying on the Advisory Group of the PIP Framework for the purpose of pandemic influenza-related PABS could help address the requirement in Article 12 paragraph 5.(d).(i) of the pandemic agreement to avoid duplications between the two regimes.

The WHO secretariat has informally indicated its concern at the fragmentation of the structure and accountability of advisory bodies, which may lead to their politicization, and aims at convincing Member States to use the general WHO policies and processes to maintain consistency. This consideration is also reflected in the language drafted by the Secretariat in the PABS Annex on the designation of WCLN and databases in accordance with the WHO Regulations for Study and Scientific Groups, Collaborating Institutions and Other Mechanisms of Collaboration.

In conclusion, the disagreements surrounding the provision of expert advice during the negotiations of the Pandemic Agreement and the current discussions over the functions and accountability of the PABS Advisory Group confirm the political sensitivities surrounding formally technical functions that can have a decisive influence on crucial issues such as a list of pathogens of pandemic potential that will trigger obligations under the PABS Annex and Article 12. It will be important for negotiators to find a credible and acceptable balance between political requirements and technical integrity to secure the effectiveness of the PABS system.