

Global pandemic agreement undermined by corporate interests

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The efforts of the World Health Organization to develop a global approach to preparing for and preventing future pandemics have suffered a setback at the hands of wealthy nations. What began as a weak and insufficient pandemic agreement was subsequently watered down even further in recent negotiations. But this was still not enough to appease global corporations and the nations that do their bidding.

In a desperate move to reach some agreement versus none, the World Health Organization announced on March 28 that its member states agreed to resume negotiations on the pandemic agreement on April 29. A new version of the agreement text—to be further negotiated at that time—is expected by April 18.

Despite launching the process to create the agreement in December 2021, with a target date for adoption at the World Health Assembly in May 2024, negotiations have stalled. As reported by the *World Socialist Web Site*, efforts intensified two months ago to pressure nations to reach agreement on key points. The just-approved resumption of negotiations represents the failure of those efforts, as the extension was not previously planned.

The negotiations are being overseen by the Intergovernmental Negotiating Body (INB). The ninth meeting of the INB (INB9) began on March 18 and ended March 28 without reaching resolution of the remaining issues. Therefore the INB approved a resumption of its ninth meeting, to begin on April 29 and end on May 10.

Since the World Health Assembly is scheduled to commence on May 27, concluding negotiations successfully by May 10 would essentially be finishing in the final seconds after two-and-a-half years of talks.

The concern over the inability to reach agreement on schedule was articulated by INB co-chair Roland Drieece, who said:

“Governments said clearly we cannot fail to reach an agreement at the next World Health Assembly to make the world healthier, fairer and safer from pandemics. We are at the finishing line and we are committed to maximizing the remaining negotiations to reach the result the entire world needs.”

The WHO released a “Revised draft of the negotiating text of the WHO Pandemic Agreement” dated March 13, 2024. The prior version was entitled “Proposal for negotiating text of the WHO Pandemic Agreement” and dated October 30, 2023.

The changes made from the “Proposal” to the “Revised draft”—which reflect the outcomes of negotiations thus far—are not

marked explicitly. A detailed, side-by-side comparison, however, reveals significant changes too numerous to review comprehensively here.

A summary of some key changes to the binding clauses of the agreement, based on known points of contention among the negotiators, follows.

First, instead of “committing” to improvements in disease surveillance both within and across nations, now parties only “should” do so.

Second, a clause was struck entirely that required the parties to recognize the impact of “environmental, climatic, social, anthropogenic and economic factors” on the risk of pandemics and commit to taking them into consideration in pandemic preparedness. This is despite the well-known relationship between climate change and a significantly increased risk of pandemics.

Third, a clause committing to follow ethical practices on the international recruitment of healthcare personnel, to avoid draining crucial human resources from resource-poor nations to wealthy nations in the event of a pandemic, was removed. As documented in *Nature*, such poaching of healthcare workers exacerbated pre-existing workforce shortages in poor nations and consequently further hindered their pandemic response.

Fourth, multiple clauses on international collaboration in the prioritization, direction, and conduct of scientific research for pandemic preparedness were struck. Included in these clauses was one that envisioned a prominent role for the WHO in setting research goals and priorities.

Fifth, a clause was edited that required parties to develop national policies to mandate “provisions in government-funded research and development agreements for the development of pandemic-related products that promote timely and equitable global access to such products during public health emergencies of international concern and pandemics” and to “publish relevant terms of government-funded research and development agreements promoting equitable and timely access to such products during a pandemic emergency.”

Instead, parties now must only publish whatever terms exist in these agreements and in the intellectual-property licensing agreements arising out of the research. Gone is the requirement to include specific clauses in the agreements that promote “timely and equitable global access” to products. These changes are clearly driven by corporations for whom maximizing profit from workers’ intellectual property outweighs protecting the public’s

health.

Sixth, instead of being required to “facilitate the transfer of relevant technology, know-how, and licences pooled in relevant mechanisms,” now parties only must “encourage” the global corporations who receive significant public financing to grant royalty-free licenses to other manufacturers in developing countries. And even then, such grants are subject to “any existing licensing restrictions.”

Such “encouragement” has a proven track record of failure. To date during the ongoing COVID-19 pandemic, it resulted in only one highly-restricted waiver approved by the World Trade Organization. The requirements of that waiver posed an insurmountable barrier and thus it proved ineffective. As noted by a report recently issued by the US International Trade Commission, no country made use of it by September 2023. Now, opponents of even that ineffectual waiver cite its designed-for failure as a reason not to extend it, or implement new waivers, in ongoing debates.

Even before INB9 negotiations ended in March, an editorial in *The Lancet* published March 2 pilloried the agreement, calling it “shameful and unjust.” It said:

The INB might be doing its best, but ultimately it is the politicians of G7 countries who must put aside vested industry interests and finally understand that in a pandemic it is not possible to protect only your own citizens: the health of one depends on the health of all.

A subsequent piece under “Published Correspondence” in *The Lancet* on March 31, referring to the March 13 “Revised draft”, noted:

A new phrase has also crept into this draft, subject to national laws, appearing six times. With this provision, parties can opt out of key reporting obligations if they consider the required information to be confidential or private.

Nevertheless, even this wholesale watering down of the already toothless pandemic agreement is not enough for US-led imperialism. The negotiations starting April 29 will continue to focus on weakening the provisions on intellectual property, the sharing of information and resources, and the requirements for government spending on strengthening healthcare systems and disease surveillance.

The result, as individuals close to the negotiating parties note, will most likely be a bare-bones agreement of “essentials,” with further hashing out of the contentious provisions likely to occur under the first one to two years of meetings of the Conference of Parties created by the agreement.

The WHO Director-General Dr. Tedros Adhanom Ghebreyesus made emotional appeals to the parties, saying:

Let the spirit of Geneva—the spirit of cooperation, mutual respect, and shared responsibility—guide your deliberations as you work towards finalizing the agreement by the set deadline in May this year.

However, the ruling class has already demonstrated its imperviousness to such appeals by demanding and receiving concessions on behalf of pharmaceutical corporations. Further gutting of the agreement is certain to ensue in the continuation of negotiations later this month and into May.

Future pandemics can be prevented, prepared for, and responded to only on a global, cooperative basis. Pathogens do not respect national borders, and the fractured response to the COVID-19 pandemic under capitalism is responsible for millions of deaths and the failure to end it.

The pandemic agreement is an attempt to increase global coordination towards the levels necessary to prevent, prepare for, and respond to future pandemics. However, capitalism is successfully subordinating the agreement—and by extension the survival of humanity in a future pandemic—to its profit interests, thereby rendering an already insufficient agreement wholly ineffective.

If an agreement in principle is reached at the resumption of INB9 and subsequently adopted by the World Health Assembly in May, it will be a ghost of its former self and impotent in the face of the growing threat of pandemics induced by the imperialist destruction of habitats and acceleration of global climate change.

The lesson for the working class is that corporate private ownership and the capitalist nation-state system are incapable of protecting humanity against future pandemics. Future appeals such as those of Dr. Ghebreyesus to capitalist governments beholden to profit interests are fruitless. Instead, the working class must fight the capitalist system based on a political program expressing its class interests, and advance policies that prioritize humanity’s survival and health worldwide.



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