

Submission on Article 11 - Thirteenth meeting of the Intergovernmental Negotiating Body to draft and negotiate a WHO convention, agreement or other international instrument on pandemic prevention, preparedness and response, April 9, 2025

Submission by: Panel for a Global Public Health Convention, Spark Street Advisors, AHF Brazil

This submission builds on a joint letter supported by over 30 legal experts concerning how technology transfer is defined for the purposes of the Pandemic Agreement. To reiterate, the footnote, as currently worded, does not force pandemic-related product manufacturers to transfer technology. We make three points.

First, technology holders must agree both to the terms and to a process for negotiating them for any transfer of technology to occur under the agreement. The ordinary meaning given to these terms would not result in any legal interpretation that manufacturers are forced to transfer technology.

Second, the footnote must be read together with the substantive obligations under Article 11. Even if the word “voluntary” does not appear in the definition of technology transfer, it does not mean that governments must adopt non-voluntary measures. Private actors are not traditional subjects of international law, thus the obligations in Article 11 bind only States Parties. Nothing in Article 11 states or implies that a State Party can force a private actor to transfer technology absent an agreed process and mutually agreed terms.

Third, States Parties’ agreement to “promote and otherwise facilitate or incentivize” technology transfer and to “promote” technology transfer to established technology transfer hubs is inherently voluntary.

Rather than continuing to take precious time debating this word, we urge delegates to move forward. We propose the following language on the basis that this language has been recently agreed in the context of the transfer of marine technology:

"For the purposes of this Agreement, transfer of technology is understood to be on fair and most favourable terms, including on concessional and preferential terms, and in accordance with mutually agreed terms and conditions and the objectives of the Agreement."

From here, States Parties could focus on the substantive content of technology transfer obligations on which they could rely to implement a range of regulatory options to facilitate technology transfer in furtherance of the Agreement’s objectives.

The joint letter can be found here: [Concerns related to Technology Transfer in the Pandemic Agreement.docx](#)