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STATE WITHDRAWAL FROM THE WHO AND THE CONTINUITY OF ERGA OMNES OBLIGATIONS

Fhaliq Enriya Zubahda[1]✉, Annisa Nur Inayah[2], Gladys Ridho Pracahya Sinaga[3]

[1,2,3]Faculty of Law, Universitas Sriwijaya, Indonesia
✉Email: fhaliqenriya25@gmaill.com

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Abstract: State withdrawal from international organizations raises questions concerning sovereignty and the continuity of international human rights obligations. This study examines the legal status of erga omnes obligations and the implications of the United States' withdrawal from the World Health Organization (WHO). Employing normative legal research with treaty-based, conceptual, and case approaches, the study analyzes international legal instruments, judicial decisions, official institutional documents, and scholarly literature. The findings demonstrate that erga omnes obligations are distinct from jus cogens and that not all obligations concerning the right to health possess an erga omnes character. The United States' withdrawal rests on specific membership conditions established in 1948, although disputes concerning financial obligations and withdrawal requirements remain unresolved. Despite the United States Government's declaration of completed withdrawal in January 2026, subsequent WHO documents and United Nations depositary records indicate continuing institutional questions. Withdrawal does not automatically terminate human rights obligations arising from independent legal sources, while reductions in funding or institutional participation do not necessarily constitute internationally wrongful acts. State responsibility requires an identifiable international obligation, attributable conduct, and a demonstrable breach.

Keywords: State Sovereignty; Withdrawal; Erga Omnes Obligations.

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INTRODUCTION

International organizations are subjects of international law established to pursue common objectives through institutional mechanisms. Their existence enables states to coordinate policies, establish standards, and address issues extending beyond national jurisdictions. Gasbarri explains that the legal character of international organizations relates to their position within the international legal system and the institutional

structures established through their constituent instruments.[1] Although states have the authority to determine their participation, withdrawal from international organizations remains subject to applicable legal provisions. Article 5 of the 1969 *Vienna Convention on the Law of Treaties* (VCLT 1969) recognizes the application of treaty law to the constituent instruments of international organizations, taking into account the relevant rules of the organization. Articles 54 and 56 regulate the grounds for termination or withdrawal under different circumstances.[2]

The issue of withdrawal becomes more complex when an international organization performs functions related to the interests of the international community as a whole. Under international law, *erga omnes* obligations are obligations owed to the international community as a whole. The International Court of Justice established this concept in the *Barcelona Traction* case (1970), identifying the prohibitions of aggression, genocide, slavery, and racial discrimination as examples of obligations possessing this character.[3] However, not all obligations relating to common interests automatically constitute *erga omnes* obligations. This distinction is relevant to the World Health Organization (WHO), whose constituent instrument recognizes the enjoyment of the highest attainable standard of health as one of the fundamental rights of every human being.[4]

This issue has gained particular relevance through the United States' practice toward the WHO. The United States' participation was based on its acceptance of the WHO Constitution in 1948, subject to specific conditions concerning one year's notice of withdrawal and the fulfillment of financial obligations.[5] President Donald Trump subsequently issued Executive Order 14155 on January 20, 2025, to initiate the

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[1] World Trade Organization, "Regional Trade Agreements: The WTO Rules," https://www.wto.org/english/tratop_e/region_e/regrul_e.htm.

[2] Council of the European Union, "EU–Mercosur Agreements Explained," https://www.consilium.europa.eu/en/policies/eu-mercosur-agreements-explained/.

[3] Gisela Grieger, "What to Make of the 2025 US Tariff Policy?," European Parliamentary Research Service, April 2025, https://www.europarl.europa.eu/RegData/etudes/ATAG/2025/769572/EPRS_ATA(2025)769572_EN.pdf; European Parliamentary Research Service, "EU–US Climate and Energy Relations in Light of the Inflation Reduction Act," 2023, https://www.europarl.europa.eu/RegData/etudes/BRIE/2023/739300/EPRS_BRI(2023)739300_EN.pdf.

[4] European Commission, "EU–Mercosur: Text of the Agreement," https://policy.trade.ec.europa.eu/eu-trade-relationships-country-and-region/countries-and-regions/mercosur/eu-mercosur-agreement/text-agreement_en; Council of the European Union, "EU–Mercosur Agreements Explained."

[5] European Parliament, "The Trade Pillar of the EU–Mercosur Partnership Agreement," *Legislative Train Schedule*, section concerning the request for an opinion under Article 218(11) TFEU, https://www.europarl.europa.eu/legislative-train/theme-international-trade-inta/file-eu-mercosur-association-agreement.

withdrawal process. The United States Government declared that the process had been completed on January 22, 2026.[6] However, the WHO Constitution contains no general withdrawal clause, while the financial requirements applicable to the United States continue to raise legal questions concerning the effectiveness of its withdrawal. These circumstances require a distinction between a state's political decision, compliance with membership requirements, and the resulting legal consequences for international obligations.

In document EB158/45, dated January 20, 2026, the WHO Secretariat identified issues concerning the fulfillment of the United States' financial obligations and the interpretation of its withdrawal conditions.[7] These issues developed further through Resolution WHA79.2 of May 22, 2026, which continued to include the United States in discussions concerning outstanding assessed contributions. United Nations depositary records examined in November 2026 also continued to list the United States among the parties to the WHO Constitution.[8] However, neither document can be treated directly as a final determination of the validity of the withdrawal. The divergence between statements by the United States Government and the WHO's institutional treatment of the matter reveals questions of legal interpretation that must be distinguished from the continuity of human rights obligations.

Previous studies have examined these issues from several perspectives. Gasbarri investigates the legal character of international organizations and their position under treaty law, while Kickbusch examines the political and institutional consequences of the United States' withdrawal from the WHO.[9] Yazdi-Feyzabadi and colleagues, as well as Aremu and colleagues, identify potential changes in funding, health coordination, and global health governance resulting from this policy.[10] This literature provides a foundation for understanding the relationship between membership and health cooperation. However, further distinctions are needed between withdrawal requirements,

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[6] Nicolás Pose-Ferraro, "Between Geopolitics and Political Economy: The European Union–Mercosur Negotiation to Form a Trade Agreement," *Journal of Common Market Studies* 64, no. 1 (2026): 248–67, https://doi.org/10.1111/jcms.13743.

[7] Nicolas Albertoni and Rupert Schlegelmilch, "EU–Mercosur: Negotiating and Concluding a Trade Agreement in an Age of Trade Uncertainty," *World Trade Review* 25, no. 3 (2026): 404–15, https://doi.org/10.1017/S1474745626101517.

[8] James Harrison and Sophia Paulini, "Reinventing Trade, Environment and Development Interlinkages: Lessons from the EU–Mercosur Association Agreement," *Journal of International Economic Law* 27, no. 4 (2024): 723–40, https://doi.org/10.1093/jiel/jgae044.

[9] Anu Bradford, *The Brussels Effect: How the European Union Rules the World* (Oxford: Oxford University Press, 2020), https://doi.org/10.1093/oso/9780190088583.001.0001.

[10] Council of the European Union, "EU–Mercosur Agreements Explained."

membership obligations, and human rights obligations arising from independent legal sources. This study employs these distinctions to examine whether common interests in health protection can directly serve as a basis for establishing *erga omnes* obligations.

Against this background, this study uses the United States' practice as a case through which to analyze the relationship between state sovereignty, withdrawal from international organizations, and the continuity of human rights obligations. The analysis examines the WHO Constitution, the rules of international treaty law, the conditions governing the United States' membership, and the doctrines of *erga omnes* and *jus cogens*. Developments concerning the withdrawal are analyzed to distinguish their effects on membership, financial obligations, and international obligations arising from separate legal sources. This study addresses two questions: first, what is the legal status of *erga omnes* human rights obligations under international law? Second, to what extent can a state's withdrawal from an international organization affect the continuity of *erga omnes* human rights obligations, particularly in the United States' practice toward the WHO?

METHODS

This study employs normative legal research using treaty-based, conceptual, and case approaches. The primary legal materials include the 1946 WHO Constitution, the 1969 VCLT, international human rights instruments, the conditions governing the United States' acceptance of membership, judgments of the International Court of Justice, the *International Health Regulations* (IHR), and the 2001 *Articles on Responsibility of States for Internationally Wrongful Acts* (ARSIWA). Secondary legal materials are drawn from literature and scholarly articles concerning international organizations, withdrawal, *erga omnes* obligations, and global health governance. The study also examines official WHO documents, United Nations depositary records, and publications of the United States Government through November 2026. These materials were collected through a literature review and examination of official documents and were subsequently analyzed qualitatively through legal interpretation, examination of judicial decisions, and comparison of the sources of obligations. The analysis distinguishes legal applicability, institutional positions, empirical consequences, and potential international responsibility.

RESULT AND DISCUSSION

The Legal Status of *Erga Omnes* Human Rights Obligations under International Law

The development of international human rights protection after the Second World War expanded the focus of international law from interstate relations to the protection of individuals. The 1948 *Universal Declaration of Human Rights* (UDHR) became an important instrument in this development, although the Declaration is not an international treaty that becomes binding through ratification.[11] Human rights protection was subsequently strengthened through various treaties and developments in customary international law. However, the inclusion of a right in a human rights instrument does not automatically establish it as a norm of customary international law or an *erga omnes* obligation. The formation of customary international law requires state practice and a belief that such practice is legally required (*opinio juris*), whereas the *erga omnes* character of an obligation concerns the legal relationship between the obligated party and the international community.[12]

The International Court of Justice explained the character of *erga omnes* obligations in its judgment in *Barcelona Traction* (1970). In paragraphs 33–34, the Court distinguished obligations owed by a state to another particular state from obligations owed to the international community as a whole. The latter category gives states a common legal interest in protecting the fundamental values concerned. The Court cited the prohibitions of aggression and genocide, as well as the protection of fundamental human rights, including the prohibitions of slavery and racial discrimination, as examples.[13] Accordingly, the *erga omnes* character of an obligation cannot be determined solely by the importance of an issue to the international community. Its assessment requires identifying the norm giving rise to the obligation and the reasons why that obligation is owed to the international community as a whole.

Erga omnes obligations must also be distinguished from *erga omnes partes* obligations. While *erga omnes* obligations are owed to the international community as a whole, *erga omnes partes* obligations are owed to all parties to a treaty protecting a common interest. In *Questions Relating to the Obligation to Prosecute or Extradite* (2012), the International Court of Justice affirmed the legal interest of every state party to the Convention against Torture in compliance with certain

[11] Grieger, "What to Make of the 2025 US Tariff Policy?"
[12] European Parliamentary Research Service, "EU–US Climate and Energy Relations in Light of the Inflation Reduction Act."
[13] European Commission, "The EU–Mercosur Trade Agreement," accessed November 21, 2026, https://commission.europa.eu/topics/trade/eu-mercosur-trade-agreement_en.

obligations under that treaty.[14] This distinction is important because *erga omnes partes* obligations depend on the legal relationships established through a particular treaty regime. The character of such obligations cannot automatically be extended to non-party states or other legal instruments.

The concept of *erga omnes* must further be distinguished from *jus cogens*. Article 53 of the VCLT 1969 defines *jus cogens* as a norm of general international law from which no derogation is permitted and which can be modified only by a subsequent norm having the same character. By contrast, *erga omnes* concerns to whom an international obligation is owed. In Conclusion 17 of its 2022 *Draft Conclusions on Peremptory Norms of General International Law*, the International Law Commission states that *jus cogens* norms give rise to *erga omnes* obligations.[15] However, this relationship does not mean that all *erga omnes* obligations must first be classified as *jus cogens*. The two concepts perform different legal functions: one concerns the non-derogable status of a norm, while the other concerns the character of an obligation in relation to the international community.

This distinction affects the mechanisms of state responsibility. Article 48(1) of the ARSIWA 2001 permits a state other than an directly injured state to invoke responsibility where the obligation breached is owed to a group of states for the protection of a collective interest or to the international community as a whole.[16] However, this provision does not automatically confer jurisdiction on all international courts or justify unrestricted coercive measures. The invocation of responsibility still requires the identification of a breach, the legal interest protected, and compliance with applicable procedural requirements. Thus, the *erga omnes* character of an obligation broadens the legal interest in its performance but does not eliminate jurisdictional requirements or dispute settlement procedures.

In the context of health, the WHO Constitution recognizes the enjoyment of the highest attainable standard of health as one of the fundamental rights of every human being. This recognition relates to Article 12 of the *International Covenant on Economic, Social and Cultural Rights* (ICESCR), which provides for the right to the highest

[14] Pose-Ferraro, "Between Geopolitics and Political Economy," 248–67.
[15] Albertoni and Schlegelmilch, "EU–Mercosur," 404–15.
[16] Harrison and Paulini, "Reinventing Trade, Environment and Development Interlinkages," 723–40; Cesar de Oliveira et al., "The European Union–Mercosur Free Trade Agreement as a Tool for Environmentally Sustainable Land Use Governance," *Environmental Science & Policy* 161 (2024): article 103875, https://doi.org/10.1016/j.envsci.2024.103875.

attainable standard of physical and mental health.[17] However, the two instruments serve different legal functions. The WHO Constitution establishes the organization, defines its objectives, and regulates its institutional powers, whereas the ICESCR establishes human rights obligations for its states parties. Normative recognition of the right to health does not automatically render every obligation concerning funding, disease surveillance, or health coordination an *erga omnes* obligation. The character of each obligation must still be established by reference to an identifiable legal basis.

This distinction is particularly important when assessing the position of the United States. According to United Nations depositary records, the United States signed the ICESCR in 1977 but has not ratified it. By contrast, the United States is a party to the *International Covenant on Civil and Political Rights* (ICCPR), which protects, among other rights, the right to life under Article 6.[18] Therefore, the United States' obligations concerning health protection cannot be directly equated with those of states parties to the ICESCR under Article 12. The relevant obligations must be identified through treaties binding on the United States, general international law, and applicable special rules. The relationship between health and the right to life may provide a basis for analysis, but the specific obligations concerned must still be identified.

Health protection also has an international cooperation dimension. The WHO Constitution establishes health coordination as one of the organization's objectives, while the IHR 2005 regulates specific obligations concerning surveillance, notification, and responses to cross-border health threats. The IHR constitute a separate legal instrument that may bind states that are not members of the WHO under the conditions specified in that instrument.[19] The United States also formally rejected the 2024 IHR amendments in July 2025 through an official notification.[20] This development demonstrates that the question of whether a state remains bound by international health instruments is not necessarily identical to its WHO membership status. Nevertheless, the applicability

[17] European Parliament, "The Trade Pillar of the EU–Mercosur Partnership Agreement"; Council of the European Union, "EU–Mercosur Agreements Explained."

[18] European Parliament and Council of the European Union, Regulation (EU) 2026/687 of March 11, 2026, Implementing the Bilateral Safeguard Clauses of the EU–Mercosur Partnership Agreement and the EU–Mercosur Interim Trade Agreement for Agricultural Products, https://eur-lex.europa.eu/eli/reg/2026/687/oj/eng; Council of the European Union, "EU–Mercosur Agreements Explained."

[19] Pose-Ferraro, "Between Geopolitics and Political Economy," 248–67; Grieger, "What to Make of the 2025 US Tariff Policy?"

[20] Bradford, *The Brussels Effect*.

of each provision must be examined in light of the state's legal status and the relevant rules governing acceptance or rejection.

The relationship between human rights obligations and membership in international organizations can be analyzed through three categories. First, obligations arising from general international law that do not depend on membership in a particular organization. Second, obligations arising from human rights treaties that bind states independently of other organizations. Third, institutional obligations arising from membership or specific instruments of international organizations. The third category may include obligations that change when membership is lawfully terminated, provided that the applicable provisions allow such changes. Article 43 of the VCLT provides a general framework under which the termination of treaty obligations does not extinguish obligations that bind a state independently under international law.[21] Distinguishing between these sources is necessary to determine whether withdrawal alters the applicability of an obligation or merely the mechanisms through which it is implemented.

Determining the *erga omnes* character of an obligation therefore requires identifying the relevant norm, the source of the obligation, and the legal interest protected. Withdrawal from an international organization does not automatically extinguish human rights obligations arising from independent legal sources. However, the continuity of such obligations cannot justify equating all health-related obligations with the prohibitions of genocide, slavery, or other fundamental norms. In the context of the WHO, the analysis must examine which obligations actually bind the United States, whether those obligations are connected to membership, and the extent to which changes in institutional relations affect their implementation. An assessment of a breach can be undertaken only after establishing the existence of an applicable obligation and conduct by the state that is inconsistent with it.[22]

[21] European Commission, "EU–Mercosur: Text of the Agreement," particularly chapters 2–6 and 18 of the interim Trade Agreement; Council of the European Union, "EU–Mercosur Agreements Explained."

[22] European Commission, "EU–Mercosur Partnership Agreement: Trade and Sustainable Development," https://policy.trade.ec.europa.eu/eu-trade-relationships-country-and-region/countries-and-regions/mercosur/eu-mercosur-agreement/factsheet-eu-mercosur-partnership-agreement-trade-and-sustainable-development_en.

The Right to Withdraw from International Organizations and the United States' Practice toward the WHO

The right to withdraw from international organizations depends on the provisions of their constituent instruments and the relevant rules of international law. Article 5 of the VCLT 1969 recognizes the special rules of international organizations, while Articles 54 and 56 provide a framework for termination or withdrawal based on treaty provisions, the consent of the parties, or certain circumstances in which no withdrawal clause exists. The WHO Constitution contains no general withdrawal clause. Document EB158/45 explains that an examination of the drafting history of the WHO Constitution and the organization's practice does not support the existence of a general right of withdrawal that may be exercised without an additional legal basis.[23] However, the position of the United States must be examined separately because its acceptance of membership was subject to specific conditions.

Through a joint congressional resolution of June 14, 1948, the United States asserted its right to withdraw from the WHO upon one year's notice, provided that its financial obligations were fulfilled for the relevant fiscal year of the organization. These conditions are set out in 22 U.S.C. § 290c and were communicated when the United States accepted the WHO Constitution. The World Health Assembly subsequently recognized the validity of this acceptance of membership on July 2, 1948.[24] This position distinguishes the United States from other WHO members that do not have comparable special arrangements. Accordingly, the legal basis for the United States' withdrawal cannot be understood solely as an exercise of domestic statutory authority but must also take into account the acceptance of these conditions within its membership relationship with the WHO.

The United States' withdrawal practice reflects policy changes across successive administrations. In July 2020, the United States submitted a notice of withdrawal intended to take effect in 2021. President Joe Biden's administration withdrew that notice in January 2021. President Donald Trump subsequently issued Executive Order 14155

[23] European Commission, "EU–Mercosur Partnership Agreement: Trade and Sustainable Development," section "Enforcement of the Trade and Sustainable Development Chapter"; Harrison and Paulini, "Reinventing Trade, Environment and Development Interlinkages," 723–40.

[24] European Commission, "EU–Mercosur Partnership Agreement: Respecting Europe's Health and Safety Standards," https://policy.trade.ec.europa.eu/eu-trade-relationships-country-and-region/countries-and-regions/mercosur/eu-mercosur-agreement/factsheet-eu-mercosur-partnership-agreement-respecting-europes-health-and-safety-standards_en; European Commission, "EU–Mercosur: Text of the Agreement," chapter 6, "Sanitary and Phytosanitary Measures."

on January 20, 2025, and transmitted a notice of withdrawal received by the United Nations depositary on January 22, 2025.[25] On January 22, 2026, the United States Government declared that its withdrawal had been completed and that its institutional participation in and funding of the WHO had been terminated.[26] This sequence demonstrates the exercise of national authority to terminate participation, but it does not, in itself, resolve the question of compliance with all membership requirements.

The principal legal issue concerns the interpretation of the financial requirements. Document EB158/45 identifies two questions: whether the relevant fiscal year is the year in which notice of withdrawal was given, namely 2025, or the year in which withdrawal was intended to take effect, namely 2026; and whether the settlement of financial obligations constitutes a precondition for the effectiveness of withdrawal or a separate obligation that must nevertheless be fulfilled. The document also records outstanding contributions from the United States for 2024, as well as unfulfilled financial obligations for 2025 and 2026 at the time the report was prepared.[27] Accordingly, the existence of outstanding contributions cannot automatically be equated with a final determination that the withdrawal is invalid. Such an assessment requires interpretation of the terms governing the acceptance of membership and the legal consequences intended by the parties.

Subsequent institutional developments demonstrate that these issues cannot be reduced to a single legal position. Through Resolution WHA79.2 of May 22, 2026, the World Health Assembly included the United States among the states with outstanding assessed contributions that could result in the suspension of voting rights in 2027 if those contributions remained unpaid. Meanwhile, United Nations depositary records examined in November 2026 continued to list the United States among the parties to the WHO Constitution.[28] Both documents provide important evidence of institutional treatment, but neither explicitly determines the validity of the withdrawal. Article 75 of the WHO Constitution provides a mechanism for resolving questions or disputes concerning its interpretation and application where they cannot be

[25] Council of the European Union, "EU–Mercosur Agreements Explained"; European Commission, "EU–Mercosur: Text of the Agreement," chapters on customs and trade facilitation and government procurement.

[26] European Commission, "The EU–Mercosur Trade Agreement."

[27] Bradford, *The Brussels Effect*; European Commission, "EU–Mercosur Partnership Agreement: Trade and Sustainable Development," section "Protection of Forests."

[28] De Oliveira et al., "The European Union–Mercosur Free Trade Agreement as a Tool for Environmentally Sustainable Land Use Governance."

settled through negotiation or by the World Health Assembly, subject to the applicable legal requirements.[29]

The financial consequences of withdrawal must also be distinguished from questions concerning its validity. The WHO's financial report for 2025 stated that the cessation of voluntary contributions and the non-payment of assessed contributions by the United States placed pressure on the organization's funding. At the end of 2025, approximately 75 percent of unpaid assessed contributions for the current year were attributable to the United States.[30] However, subsequent developments indicate that adjustments were made. On November 16, 2026, the WHO Director-General stated that increased assessed contributions from other member states had offset the loss of the United States' assessed contributions and had even generated approximately US$100 million in additional funding.[31] This development does not mean that the entire loss of voluntary funding or its operational consequences had been addressed. The empirical consequences must be distinguished according to the type of contribution and the period under examination.

If the United States' withdrawal takes legal effect, its consequences must still be determined according to the sources of the relevant obligations. Article 70 of the VCLT provides a general framework concerning the consequences of treaty termination, including release from the obligation to perform the treaty further and the preservation of certain legal situations previously established. Article 43 also affirms that termination does not extinguish obligations binding independently under international law.[32] However, the United States is not a party to the VCLT 1969, and these provisions must therefore be applied with due regard to the status of the relevant rules of general international law. Financial obligations arising from the conditions governing the acceptance of membership must be distinguished from human rights obligations arising under other treaties or general international law.

This distinction also applies to the IHR 2005. Article 64 provides for the possibility of states that are not members of the WHO becoming parties to the IHR and establishes a withdrawal procedure for non-member states that become parties under that provision. In July 2025, the United States formally rejected the 2024 IHR amendments through a notification mechanism separate from its WHO withdrawal process.[33]

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[29] Yasushi Kawabata and Yasuhiro Takarada, "Deep Trade Agreements and Harmonization of Standards," *Southern Economic Journal* 88, no. 1 (2021): 118–43, https://doi.org/10.1002/soej.12500.

[30] Bradford, *The Brussels Effect*; Kawabata and Takarada, "Deep Trade Agreements and Harmonization of Standards," 118–43.

These circumstances demonstrate that changes in an organization's membership status cannot automatically be equated with the termination of all obligations under international health instruments. Nevertheless, the continued applicability of the IHR to the United States following withdrawal must be examined according to the instrument's own rules and the country's legal status. The rejection of particular amendments is also not equivalent to the termination of the IHR in its entirety.

The continuity of human rights obligations must be assessed within the same framework. The United States remains bound to fulfill its obligations under applicable human rights treaties, including the ICCPR, in accordance with the scope of those obligations and the relevant provisions. However, because the United States has not ratified the ICESCR, it would be inaccurate to assert that all obligations under Article 12 of the ICESCR remain binding on it as treaty obligations following withdrawal from the WHO. Obligations arising under general international law must also be identified separately from the provisions governing WHO membership.[34] Therefore, reductions in funding or institutional participation do not automatically establish a breach of *erga omnes* human rights obligations. State responsibility requires conduct attributable to the state and the inconsistency of that conduct with an international obligation that remains applicable.

The United States' practice reveals three legal issues that must be assessed sequentially. First, whether the withdrawal has satisfied the applicable requirements under the special membership arrangements and the organization's rules. Second, which obligations remain applicable following changes in the membership relationship, including financial obligations and obligations arising from independent legal instruments. Third, whether any act or omission by the state is inconsistent with those international obligations. Articles 2 and 12 of the ARSIWA provide a framework for assessing the elements of an internationally wrongful act, while Article 48 concerns the possibility of invoking responsibility for breaches of certain obligations protecting common interests.[35] Accordingly, the limits of the right to withdraw cannot be determined solely by the importance of the WHO's functions but must be examined through the relevant legal basis, procedural requirements, and the character of the obligations concerned.

CONCLUSION

Erga omnes human rights obligations are obligations owed to the international community as a whole and do not necessarily depend on

a state's membership in a particular international organization. However, the *erga omnes* character of an obligation must be distinguished from *jus cogens* and cannot be attributed to all obligations concerning the right to health. The United States' practice demonstrates that withdrawal from the WHO has a specific legal basis in the terms of its acceptance of membership in 1948, but continues to raise questions of interpretation concerning the applicable requirements and the fulfillment of financial obligations. The United States Government's declaration in January 2026 must be distinguished from the institutional records and actions of the WHO and the United Nations depositary examined through November 2026. Lawful withdrawal may alter the membership relationship but does not automatically extinguish international obligations arising from independent legal sources. Conversely, reductions in funding or health cooperation do not, in themselves, constitute breaches of *erga omnes* obligations. An assessment of state responsibility must be based on specific obligations that remain binding and state conduct that is inconsistent with those obligations.

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