

I negate and value morality as ought is defined as “used to express moral obligation”

The reason morality exists in the first place is to regulate our actions towards others. If any moral code is not motivational then there is no reason to do what is right and that code merely fails to escape the skeptical conclusion. Motivational externalism collapses into internalism. **Joyce:**

Back to the [Suppose] external reason[s]. Suppose it were claimed, instead, that I have a reason to refrain from drinking the coffee because it is tapu and must not be touched. This reason claim will be urged regardless of what I may say about my indifference to tapu, or my citing of nihilistic desires to tempt the hand of fate. [r]egardless of my desires (it is claimed) I ought not drink - I have a reason not to drink. But **how could** that reason ever explain any action of mine? Could the **external reason** even **explain** my **[action]** from drinking? Clearly, in order to explain it **the external reason must have some causally efficacious role [in]** among the antecedents of **the action** (in this case, an omission) — I must have, in some manner, “internalized” it. The only possibility, it would seem, consistent with its being an external reason, is that I believe the external reason claim [but]: I believe that the coffee is tapu. There’s no doubting that such a belief can play a role in explaining actions - including my refraining from drinking the coffee. The question is whether the **belief alone can[not] produce action**, to which the correct answer is “No.” A very familiar and eminently sensible view says that **in order to explain an action the belief must couple with desire**s (such that those same desires had in the absence of the belief would not have resulted in the action). And this seems correct: if I believe that the coffee is [bad] tapu but really just don’t care about that, then I will not refrain from drinking it. So in order for the belief to explain action it must couple with [desire] elements - but in that case the putative **external reason collapses into an internal one**.<sup>3</sup>

Additionally, agents can only be motivated by their own desires; not the external desires of another because A) They are epistemically inaccessible B) Individuals have unlimited wants that are not communicated and C) We only care about our own desires as individuals are self-interested and don’t care about helping others. This means that you can’t independently motivate people to affirm.

Only a contractarian system that derives principles of mutual restraint from individuals’ self-interest account for this fact because contractarian principles are necessarily in the interest of all parties involved because they wouldn’t constrain their action against their will, **Gauthier:**  
**Moral principles are** introduced as the **objects of** full voluntary ex ante **agreement among** rational **persons. Such agreement is hypothetical** in supposing a pre-moral context for the adoption of moral rules and practices. **But the parties to agreement are real,** determinate individuals, **distinguished by their** capacities, **situations, and concerns.** In so far as **[Since] they would agree to constrain** is on **their choices,** restraining their pursuit of their own interests, **they acknowledge a distinction between what they may and may not do. As rational persons** understanding the structure of their interaction, **they recognize for mutual constraint,** and so for a moral dimension in their affairs.

Thus, the standard is **consistency with contractarian principles of mutual restraint**, defined as those principles by which individuals would constrain their actions with the belief that doing so would serve their self-interest.

Additionally, prefer the standard

**1. Consent-** Contractarianism is based on consent—implicit in acceptance of a contract—which ultimately determines what qualifies as a net good or harm. Moral theories must be based in consent otherwise actions could never be determinate.

**2. Infinite Regress-** Only contractarianism can avoid an infinite regress. When we look to an external authority to derive normative conceptions of the good, we are left wondering why a certain good is actually good. Any conception of morality and what people are due begs the question of why our assessment of individual dues ought be preferred over other assessments of individual dues. Contractarianism avoids this by allowing individuals to construct conceptions of

the good based on a rational restriction of their future actions. No other theory is derived from a morally neutral base.

Negate:

[1] Either A) The resolution wills that member nations reduce intellectual property protections for already existing medicines, which means they would be in direct violation/infringement upon existing contracts or B) The resolution wills that member nations reduce intellectual property protections generally, which is inconsistent with the contractarian principle of equal parties.

Gauthier:

But the strengths of a contractarian theory may seem to be accompanied by grave weaknesses. We have already noted that for a contractarian, morality requires **a context of mutual benefit**. John Locke held that 'an Hobbist . . . will not easily admit a great many plain duties of morality'. And this may seem equally to apply to the Hobbist's modern-day successor. Our theory does not **assume[s]** any fundamental concern with impartiality, but only **a concern derivative from the benefits of agreement**, and those benefits are **determined by the effect** that **each person can have on** the interests of **her fellows. Only beings whose** physical and mental **capacities are** either roughly **equal** or mutually complementary **can expect to find cooperation beneficial to all.** Humans benefit from their interaction with horses, but they do not co-operate with horses and may not benefit them. **Among unequals, one party may benefit most by coercing the other,** and on our theory would have no reason to refrain. We may condemn all coercive relationships, but only within the context of mutual benefit can our condemnation appeal to a rationally grounded morality.

Gauthier, David P. *Morals by Agreement*. Oxford: Clarendon, 1986. Print.

Thus, there can be no contractarian principle that wills that government actors are obligated to reduce intellectual property protections, because they are on a different power level than any agent to whom those reductions would apply. To clarify, even if it is the case that these governments *could* reduce intellectual property protections, they simply cannot be *obligated* to, because there is no agent with which they could have a contract that is consistent with contractarian principles.

**[2] IP rights are included in multiple international contracts – the aff violates that.**

**WIPO** (WIPO, 11-9-1998, accessed on 8-25-2021, World Intellectual Property Organization, "Intellectual Property and Human Rights", [https://www.wipo.int/edocs/pubdocs/en/wipo\\_pub\\_762.pdf](https://www.wipo.int/edocs/pubdocs/en/wipo_pub_762.pdf))

The World Intellectual Property Organization (WIPO) and the Office of the United Nations High Commissioner for Human Rights (OHCHR) take pleasure in issuing the proceedings of the Panel Discussion on "Intellectual Property and Human Rights" which took place in Geneva on November 9, 1998, to mark the Fiftieth Anniversary of the Universal Declaration of Human Rights (UDHR). Intellectual property rights are enshrined as human rights in the UDHR. Article 27 of the Universal Declaration provides that: "(1) Everyone has the right freely to participate in the cultural life of the community, to enjoy the arts and to share in scientific advancement and its benefits; (2) Everyone has the right to the protection of the moral and material interests resulting from any scientific, literary or artistic production of which he is the author." These rights are further emphasized by Article 15 of the International Covenant on Economic, Social and Cultural Rights, 1966 (ICESCR), Article 19 of the International Covenant on Civil and Political Rights, 1966 (ICCPR), the Vienna Declaration and Program of Action, 1993 (VDPA), and other international and regional instruments.

**[3] Consent – the aff disregards the consent of medicine producers and allows it to be violated by removing patents - negates because violating a party's consent is an act of violating a hypothetical contract since their side of the contract isn't accounted for**

[4] WTO member nations cannot make contracts among themselves because they are not equal, **Wade:**

Moreover the US and the EU want to modify the current TRIMS agreement so as to ban all performance requirements, including for joint venturing, technology transfer, and research and development. At the Doha Ministerial meeting of the WTO in 2001 the US and the EU pressed this agenda, but India and Brazil prevented the ban being approved. However, the language in the relevant part of the current TRIMS is not legally clear, and many developing countries fear that if they do use such non-banned performance requirements the US or the EU will still threaten to

take them to the DSM – whose rulings they have seen, are almost always in favour of the most restrictive interpretation of allowable performance requirements; and the threat to take them to the DSM may well be reinforced by other threats, such as to cut foreign aid, as noted earlier. What is more, states currently negotiating to join the WTO (the ‘accession countries’) are finding that the rules they are being asked to sign on to are even more restrictive than those for existing members. There is no a standard set of rules.

Wade, Robert Hunter. "What strategies are viable for developing countries today? The World Trade Organization and the shrinking of ‘development space’." Review of international political economy 10.4 (2003): 621-644.

That negates: any contract signed between member nations is illegitimate as it was not agreed to by EQUAL parties.