

# ***Health and Medical Cooperation***

Specimen Sharing Agreement Between the Government of the  
United States of America and the Government of the Kingdom of  
Eswatini

*Signed at Mbabane December 12, 2025.*

*Entered into Force January 11, 2026.*



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966  
(80 Stat. 271; 1 U.S.C. 113)—

“ . . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.

**SPECIMEN SHARING AGREEMENT  
BETWEEN  
THE GOVERNMENT OF THE UNITED STATES OF AMERICA  
AND  
THE GOVERNMENT OF THE KINGDOM OF ESWATINI**

**PREAMBLE**

The United States of America (U.S. Government) and the Government of the Kingdom of Eswatini (GOKE) (together the "Parties") seek to engage in a bilateral Specimen Sharing Agreement ("Agreement").

**ARTICLE 1**

**Purpose and Scope**

a. The purpose of this Agreement is to promote global health security through the facilitation of the rapid sharing of specimens, samples, sequencing data, and any other associated data related to novel and emerging infectious diseases with epidemic or pandemic potential ("specimen and related data") between the U.S. Government and the GOKE for legitimate public health purposes, including responding to outbreaks and the development of diagnostics and/or medical countermeasures.

**ARTICLE 2**

**Specimen Sharing with the U.S. Government**

a. Upon a request by the U.S. Government, the GOKE agrees to initiate sharing specimen(s) and related data with the U.S. Government within seven (7) days of the GOKE receiving such a request from the U.S. Government or on an alternative timeline as mutually agreed to between the U.S. Government and the GOKE on a case-by-case basis. If requested by the U.S. Government, the GOKE may provide sequencing data via sharing on a public database instead of or in addition to directly sharing specimens and related data with the U.S. Government.

b. The GOKE consents to the U.S. Government sharing the specimen and related data for the purpose of developing diagnostics and/or medical countermeasures with up to ten (10) non-U.S. Government U.S. entities ("U.S. Recipients"), each of whom must have the capability to assist in developing diagnostics and/or medical countermeasures.

**ARTICLE 3**

**Benefits to Government of the Kingdom of Eswatini**

a. In the event that a medical countermeasure is developed primarily from specimen and related data shared under this Agreement by the GOKE, the U.S. Government, subject to the availability of funds and applicable law, shall prioritize any request by the GOKE for the medical countermeasure immediately behind the U.S. Government's domestic need for such

medical countermeasure and pursue best efforts to make such medical countermeasure available to the GOKE at prices equal to or below those paid by the U.S. Government.

#### **Article 4. Representations**

a. Each Party affirms that its participation in any multilateral agreement or arrangement, including surveillance and laboratory networks, governing access and benefit sharing of human and zoonotic specimens and related data shall not prejudice its compliance with this Agreement.

b. The GOKE acknowledges that, pursuant to Section 4.7 of the Memorandum of Understanding between the GOKE and the U.S. Government, of December 11, 2025 (MOU), so long as the U.S. Government is providing any funding under the MOU, the U.S. Government has a significant and material interest in ensuring that the GOKE fulfills the commitments for specimen and related data sharing set out in this Agreement and that failure by the GOKE to fulfill these commitments could, after entering into discussion in good faith, result in changes in U.S. Government-planned assistance contemplated under the MOU, the discontinuation of the MOU, or the termination of this Agreement by the U.S. Government.

#### **ARTICLE 5** **Additional Terms**

a. **Duration:** This Agreement shall enter into force thirty (30) days after signature by both Parties and shall remain in force for ten (10) years.

b. **Termination:** In the event the MOU is discontinued prior to March 31, 2030, either Party may terminate this Agreement upon giving six (6) months' written notice to the other Party. If the MOU is no longer operative, either Party may terminate this Agreement with six (6) months' written notice to the other Party. In the event the GOKE terminates this Agreement, termination shall not affect the use by the U.S. Government of any specimens and related data previously shared under this Agreement.

c. **Amendments:** This Agreement may be amended by mutual written consent of the Parties.

d. **Notices:** Any notice required under this Agreement shall be provided to:

**For the U.S. Government**

CHARGÉ D'AFFAIRES

United States Embassy Eswatini

**For Government of the Kingdom of Eswatini**

MINISTER OF ECONOMIC PLANNING AND  
DEVELOPMENT

Ministry of Economic Planning and  
Development  
Mbabane, Eswatini

Either Party may, by notice in writing to the other Party, designate additional representatives or substitute other representatives for those designated in this Section. The Parties intend any notice, request or other communication under this Agreement to be in writing and

Note: Personally Identifiable Information was redacted from this page.

delivered to the address specified in this Agreement or such other address as either Party may provide to the other Party.

e. **Procedures for Sharing:** The Parties agree that the transfer, use, management and control of specimens and related data shared under this Agreement will be carried out consistent with applicable laws of the United States, including protection of human subjects, and internationally recognized standards of specimen handling. A document specifying characteristics of specimens and related data may be completed at the time of specimen transfer between the sending entity in the GOKE and the U.S. Government-receiving entity.

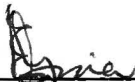
f. **Other Sharing Permitted:** This Agreement neither precludes new agreements nor negates or replaces existing agreements for sharing specimen and related data between the U.S. Government and the GOKE.

g. **Privileges and Immunities of the Parties:** Nothing in or related to this Agreement shall be construed as a waiver, express or implied, of privileges and immunities accorded to either of the Parties, including the sovereign immunity of either of the Parties, under any applicable law or agreement.

h. **Resolution of Differences:** The Parties agree to resolve any differences between them arising from or in connection with the interpretation or performance of this Agreement through consultations between themselves.

**SIGNED** at Mbabane on December 12, 2025, in duplicate, in the English language.

**FOR THE GOVERNMENT OF THE  
KINGDOM OF ESWATINI:**

  
\_\_\_\_\_  
Hon. E.T. Gina (Dr)

MINISTER OF ECONOMIC PLANNING  
AND DEVELOPMENT

**FOR THE GOVERNMENT OF  
THE UNITED STATES OF AMERICA:**

  
\_\_\_\_\_  
Marc Weinstock

CHARGÉ D'AFFAIRES