

# ***Health and Medical Cooperation***

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

*Signed at Maseru December 10, 2025.*

*Entered into Force January 9, 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 LESOTHO**

**PREAMBLE**

The Government of the United States of America (U.S. Government) and Government of the Kingdom of Lesotho (Government of Lesotho) (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 Government of Lesotho for legitimate public health purposes, including responding to outbreaks and the development of diagnostics and medical countermeasures.

**Article 2. Specimen Sharing with the U.S. Government**

a. Upon a request by the U.S. Government, the Government of Lesotho agrees to initiate sharing specimen(s) and related data with the U.S. Government within five (5) days of the Government of Lesotho 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 Government of Lesotho on a case-by-case basis. If requested by the U.S. Government, the Government of Lesotho 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 Government of Lesotho consents to the U.S. Government sharing the specimen and related data for the purpose of developing diagnostics and 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 Lesotho**

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



such medical countermeasure available to the Government of Lesotho 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 Government of Lesotho acknowledges that, pursuant to Section 4.7 of the Memorandum of Understanding between the Government of Lesotho and the U.S. Government, of December 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 Government of Lesotho fulfills the commitments for specimen and related data sharing set out in this Agreement and that failure by the Government of Lesotho to fulfill these commitments could 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 five (5) years.

b. **Termination:** In the event the MOU is discontinued prior to December 31, 2030, either Party may terminate this Agreement upon giving one year's written notice to the other Party. If the MOU is no longer in force, either Party may terminate this Agreement with one year's written notice to the other Party. In the event the Government of Lesotho 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 written agreement of the Parties.

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

For the U.S. Government

For the Government of Lesotho

CHARGÉ D'AFFAIRES, AD INTERIM

MINISTER OF FINANCE AND  
DEVELOPMENT PLANNING OR HER  
DESIGNATE



U.S. Embassy,

Finance House, Government Complex,

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

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.

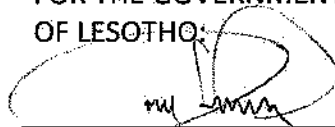
DONE at Maseru, on December 10 2025, in duplicate, in the English language.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:



CHARGÉ D'AFFAIRES, AD INTERIM

FOR THE GOVERNMENT OF THE KINGDOM OF LESOTHO:



MINISTER OF FINANCE AND DEVELOPMENT PLANNING OR HER DESIGNATE

