

Health and Medical Cooperation

Specimen Sharing Agreement Between the Government of the
United States of America and the Government of Mozambique

Signed at Washington December 15, 2025.

Entered into Force January 14, 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 MOZAMBIQUE**

PREAMBLE

The United States of America (U.S. Government) and the Government of Mozambique (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, digital sequence information (DSI) 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 Mozambique for legitimate public health purposes, including responding to outbreaks and the development of diagnostics and medical countermeasures, and sharing of public health benefits.

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

a. Upon a request by the U.S. Government, the Government of Mozambique agrees to initiate sharing specimen(s) and related data with the U.S. Government, following approval by Mozambique's competent national authority responsible for ethics, biosafety, and national security. Such approval by the Government of Mozambique shall not be unreasonably withheld. Such sharing shall occur within eight (8) working days of the Government of Mozambique receiving such a request from the U.S. Government or on a timeline as mutually agreed to between the U.S. Government and the Government of Mozambique on a case-by-case basis. If requested by the U.S. Government, the Government of Mozambique may provide sequencing data by uploading in a public database instead of or in addition to directly sharing with the U.S. Government.

b. The Government of Mozambique consents to the U.S. Government sharing the specimen and related data with U.S. entities capable of developing relevant diagnostic and medical countermeasures. The U.S. Government will provide written notice when a specimen is shared with a U.S. entity.

Article 3. Benefits to the Government of Mozambique

a. In the event that a medical countermeasure is developed primarily from specimen and related data shared under this Agreement by Mozambique, the U.S. Government, subject to the availability of funds and applicable law, shall prioritize any request by Mozambique 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 Mozambique at prices equal to or below those paid by the U.S. Government. The Government of Mozambique may reallocate U.S. foreign assistance available under the Memorandum of Understanding (MOU) between the U.S. Government and the Government of Mozambique, of December 15, 2025, for the acquisition of these commodities, subject to the availability of funds.

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 Mozambique notes that, pursuant to Section 4.7 of the MOU between the U.S. Government and the Government of Mozambique, 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 Mozambique fulfills the commitments for specimen and related data sharing set out in this Agreement and that failure by the Government of Mozambique to fulfill these commitments could result in changes in U.S. Government-planned assistance or other action contemplated under section 4.7 of the MOU, or as a last resort action by the U.S. Government under Article 5(b). The U.S. Government shall enter into good faith consultations with the Government of Mozambique before taking any action under this subparagraph.

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 5 years.

b. **Termination:** In the event the MOU is discontinued prior to December 31, 2030, either Party may terminate this Agreement upon giving 180 days written notice to the other Party. If the MOU is no longer in effect, either Party may terminate this Agreement with 180 days written notice to the other Party. In the event that the Government of Mozambique 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 is expected to be provided to:

For the U.S. Government

Foreign Assistance Office
U.S. Embassy

Maputo
Mozambique

**For the Government of
Mozambique**

Ministério dos Estrangeiros e
Cooperação

Maputo
Mozambique

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 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 the relevant applicable domestic laws, including personal data protection and privacy, relevant biosafety/biosecurity regulations and guidelines, 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 Government of Mozambique and the U.S. Government receiving entity. To the extent permitted by applicable law and subject to the availability of funds, the U.S. Government will assume expenses related to transportation of samples under this Agreement.

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 Mozambique.

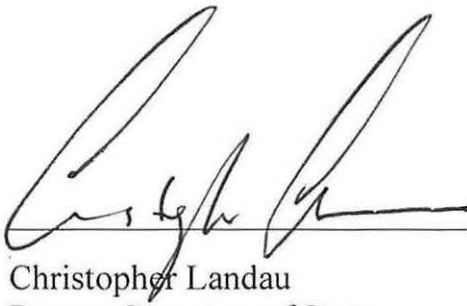
g. Privileges and Immunities of the Parties: Nothing in or related to this Agreement shall be construed as a waiver, express or implied, of privileges and

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.

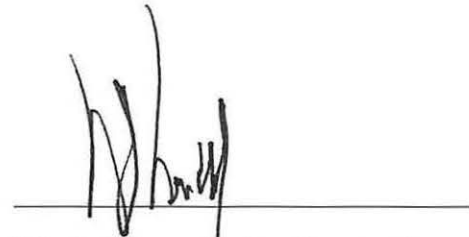
DONE at WASHINGTON, on December 15, 2025, in duplicate, in the English language.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:



Christopher Landau
Deputy Secretary of State
United States of America

FOR THE GOVERNMENT
OF MOZAMBIQUE:



Maria Manuela dos Santos Lucas
Minister of Foreign Affairs and
Cooperation of the Republic of
Mozambique