

Health and Medical Cooperation

Specimen Sharing Agreement Between the Government of the
United States of America and the Government of the Democratic
Republic of the Congo

Signed at Kinshasa February 26, 2026.

Entered into Force March 28, 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 DEMOCRATIC REPUBLIC OF THE
CONGO
AND
THE GOVERNMENT OF THE UNITED STATES OF AMERICA

PREAMBLE

On February 26, 2026, the Government of the Democratic Republic of the Congo (hereinafter referred to as "DRC Government") and the Government of the United States of America (hereinafter referred to as "U.S. Government") (together the "Parties") seek to engage in a bilateral Specimen Sharing Agreement (hereinafter referred to as the "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 DRC Government 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 DRC Government agrees to initiate sharing specimen(s) and related data with the U.S. Government within five (5) days of receipt of such request, or on an alternative timeline as mutually agreed to between the U.S. Government and the DRC Government on a case-by-case basis.

b. Where requested by the U.S. Government, the DRC Government may provide sequencing data through a publicly accessible database, in lieu of or in

addition to the direct sharing of specimens and related data with the U.S. Government.

c. The DRC Government 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 entities ("U.S. Recipients"), each of whom must have the capability to assist in developing diagnostics and/or medical countermeasures,

ARTICLE 3. BENEFITS TO THE DEMOCRATIC REPUBLIC OF THE CONGO

a. In the event that a medical countermeasure is developed primarily from specimen and related data shared under this Agreement by the DRC Government, the U.S. Government, subject to the availability of funds and applicable law, shall prioritize any request by the DRC Government for 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 DRC Government prices equal to or below those paid by the U.S. Government.

b. In the event that the U.S. Government develops health innovations, products, or technologies as a result of the direct use of specimens or related data shared by the DRC Government under this Agreement, either Party may request consultations, to be conducted in good faith, to explore opportunities for the DRC to receive preferential access to, or benefit from, such innovations, products, or technologies, subject to applicable law and availability of resources.

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 DRC Government acknowledges that, pursuant to Section 4.7 of the Memorandum of Understanding between the Government of the Democratic Republic of the Congo and the Government of the United States of America, dated 26 February, 2026 (the "MOU"), and for so long as the U.S. Government is providing funding under the MOU, the U.S. Government has a legitimate and

material interest in ensuring that the commitments relating to specimen and related data sharing set forth in this Agreement are fulfilled. In the event of a failure by the DRC Government to fulfill such commitments, and subject to consultations between the Parties conducted in good faith, such failure may result in adjustments to planned assistance contemplated under the MOU, the suspension or 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 an initial period of ten (10) years. The Parties agree to the completion of a joint external audit within the first 5 (five) years. Agreement may be renewed once for an additional period of ten (10) years, subject to the completion of the audit and a determination by both Parties that the audit results are satisfactory. Any renewal shall be confirmed in writing by the Parties prior to the expiration of the initial ten (10)-year period.

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 effect, either Party may terminate this Agreement with one year's written notice to the other Party. In the event the DRC Government 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 Government of the United
States of America**

U.S. Chargé d'Affaires to the
Democratic Republic of the Congo
U.S. Embassy
310, Avenue des Aviateurs,
Gombe, Kinshasa

**For the Government of the
Democratic Republic of Congo**

Minister of Public Health, Hygiene
and Social Security
Immeuble du Gouvernement
4310 Blvd du 30 Juin
Gombe, Kinshasa

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.

e. Procedures for Sharing: The Parties agree that the transfer, use, management and control of specimens and related data shared under this Agreement are intended to be carried out consistent with relevant applicable laws of the United States and the RDC Government, respectively, including protection of human subjects, and internationally recognized standards of specimen handling and biosafety. A document specifying characteristics of specimens and related data may be completed at the time of specimen transfer between the sending entity in the Democratic Republic of Congo and the U.S. Government receiving entity. The Parties may negotiate a standard Material Transfer Agreement (SMTA) for use in sharing specimens under this Agreement. Until such time as a SMTA is agreed, the Parties shall use mutually agreed to relevant existing documents for sharing specimens.

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

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.

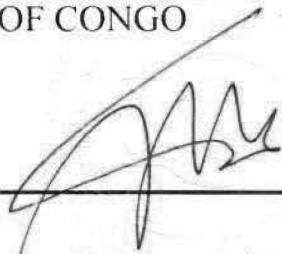
h. Resolution of Differences: The Parties agree to resolve any differences between them arising from or in connection with the interpretation or performance of this Agreement through consultations between themselves.

DONE at Kinshasa, on this 26th day of February 2026, in duplicate, in the English language. A French language text shall be prepared which shall be considered equally authentic upon an exchange of diplomatic notes confirming its conformity with the English language text.

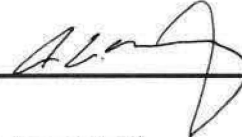
FOR THE GOVERNMENT
OF THE

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

DEMOCRATIC REPUBLIC
OF CONGO



Dr. Kamba Mulanda Samuel
Roger
Minister of Public Health,
Hygiene, and Social Security
Immeuble du Gouvernement,
4310 Blvd du 30 Juin
Gombe, Kinshasa



Mr. Ian McCary
U.S. Chargé d'Affaires to the
Democratic Republic of the Congo
U.S. Embassy
310, Avenue des Aviateurs
Gombe, Kinshasa