TREATIES AND OTHER INTERNATIONAL ACTS SERIES 26-118

Health and Medical Cooperation

Specimen Sharing Agreement Between the Government of the United States of America and the Government of the Federal Republic of Nigeria

Signed at Abuja December 19, 2025.

Entered into Force January 18, 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 FEDERAL REPUBLIC OF Nigeria

PREAMBLE

The United States of America (U.S. Government) and the Federal Republic of Nigeria (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 Federal Republic of Nigeria 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 Federal Republic of Nigeria agrees to initiate sharing specimen(s) and related data with the U.S. Government within five (5) days of Nigeria 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 Federal Republic of Nigeria, on a case-by-case basis. If requested by the U.S. Government, The Federal Republic of Nigeria 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 Federal Government of Nigeria consents to the U.S. Government sharing the specimen and related data for the purpose of developing diagnostics and medical countermeasures with 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. The U.S. Government will provide the Federal Government of Nigeria written notice when a specimen is shared with a U.S. entity.

Article 3. Benefits to The Federal Republic of Nigeria

a. In the event that a medical countermeasure is developed primarily from specimen and related data shared under this Agreement by the Federal Government of Nigeria, the U.S. Government, subject to the availability of funds and applicable law, shall facilitate priority access for the Federal Government of Nigeria to such medical countermeasures. The U.S. Government will also facilitate donation of applicable medical countermeasures to the Federal Government of Nigeria, reallocating U.S. foreign assistance in the MOU to procure the medical countermeasures as necessary and as agreed by the Parties subject to availability of funds and applicable law.

b. The U.S. Government will explicitly acknowledge the contribution of the Federal Government of Nigeria and its relevant institutions in publications, presentations, and reports arising from the use of the specimen and related data.

c. The Parties recognize that analyses, discoveries, innovations, or other outputs resulting from the use of specimens or related data provided by the Federal Government of Nigeria may generate significant public health value. In recognition of the origin of these specimen and related data, the U.S. Government intends to share with the Federal Government of Nigeria relevant associated findings that may support public health objectives and capabilities.

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 Federal Republic of Nigeria acknowledges that, pursuant to Section 4.7 of the Memorandum of Understanding between the Federal Republic of Nigeria and the U.S. Government, of December 19, 2025, 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 Federal Government of Nigeria fulfills the commitments for specimen and related data sharing set out in this Agreement and that failure by either party 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. The U.S. Government shall enter into good faith consultations with the Federal Government of Nigeria 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 a 5-year term, renewable for another 5 years by mutual agreement.

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 Federal Republic of Nigeria 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	For the Federal Republic of Nigeria
U.S. Embassy Abuja FCT, Abuja, Nigeria	Federal Ministry of Health & Social Welfare, Federal Secretariat Phase III FCT, Abuja, Nigeria

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 consistently with the relevant applicable domestic laws, including protection of human subjects, relevant biosafety/biosecurity laws and regulations, 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 Federal Republic of Nigeria 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 Federal Republic of Nigeria.

Note: Personally Identifiable Information was redacted from this page.

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 in Abuja, Nigeria, on December 19, 2025, in the English language in duplicate.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Richard M. Mills Jr.
U.S Ambassador To Nigeria

FOR THE GOVERNMENT OF THE FEDERAL REPUBLIC OF NIGERIA

Muhammad Ali Pate, Con
Coordinating Minister of Health & Social Welfare, Nigeria