

Memorandum of Understanding on Material Transfer

Between

the Government of the United States of America

And

the Government of the Republic of Guinea

PREAMBLE

The Government of the United States of America (hereinafter Government of the United States) and the Government of the Republic of Guinea (hereinafter Government of Guinea), collectively hereinafter referred to as “the Partners”;

Desiring to facilitate mutually beneficial efforts to reduce biological threats of common concern; and

Seeking to promote health security and obtain timely and accurate insight on current and emerging biological risks;

Have reached the following understanding:

**Section 1 – Scope**

1. This Memorandum of Understanding covers all Ebola-related materials and data that are provided by the Government of Guinea to the Government of the United States.
2. The following definitions are intended to apply for purposes of this Memorandum of Understanding:
  - a. Materials: Ebola-related materials that are provided by the Government of Guinea to the Government of the United States, to include any clinical samples that were ever suspected to contain Ebola and any other material potentially containing Ebola virus; and
  - b. Data: Ebola-related epidemiologic data that are provided by the Government of Guinea to the Government of the United States, to include descriptive information and lists of infected patients and exposed contacts.
3. The Partners intend to treat any of the materials and data that are in the temporary custody of the Government of the United States as solely owned by the Government of Guinea.

## **Section 2 – Activities**

The Government of the United States and the Government of Guinea, to the extent allowed under applicable laws and regulations, intend to proceed as follows:

1. The Government of Guinea, through the Ministry of Health, requests and authorizes the Government of the United States:
  - a. To inventory in Guinea all materials for the purpose of determining which materials should be destroyed and which should be inactivated;
  - b. To destroy in Guinea materials that the Governments of the United States and Guinea jointly determine should be destroyed;
  - c. To take temporary physical custody in Guinea of materials that the Governments of the United States and Guinea jointly determine should be inactivated;
  - d. To transport such materials intended for gamma irradiation inactivation to the United States;
  - e. To further inventory, as mutually determined, and inactivate such materials transported to the United States through gamma irradiation methods; and
  - f. To return all such inactivated materials to Guinea and the physical custody of its Government within 30 days after the irradiation of all such materials is complete, understanding that it may be possible to irradiate approximately 300 vials of materials per week.
2. The Government of the United States intends to take the actions identified in sub-paragraph 1(a)-(f) of this Section.
3. The Government of Guinea intends to provide to the Government of the United States access (a) to all materials and (b) to data that the Governments mutually determine is relevant to the actions identified in sub-paragraph 1(a)-(f).
4. The Partners intend for the Government of Guinea to visually observe all of the types of activities covered by this Memorandum of Understanding, when mutually determined by the Partners and subject to applicable United States laws, standards, and policies. Observing the activities may include: (a) travel by the Government of Guinea in vehicles and aircraft transporting materials; (b) observation by the Government of Guinea of materials at sites in Guinea and in the United States where activities covered by this Memorandum of Understanding occur; and (c) documentation by the Government of the United States of activities covered by this Memorandum of Understanding with video cameras.

## **Section 3 – Research**

If the Partners decide to conduct research on the materials, that research should be addressed in a separate agreement or arrangement. In such situations, attribution of authorship for the Partners’

employees, subcontractors, or agents in any resulting articles or other publications is intended to be consistent with the relevant standards of the International Committee of Medical Journal Editors (ICMJE). When appropriate under ICMJE standards, such articles or other publications are expected to include attribution to Guinean author(s). The Partners understand that any attribution of authorship is without prejudice to the allocation of intellectual property rights in authored works.

#### **Section 4 – Associated Efforts**

The Governments of the United States and Guinea look forward to continuing to advance the Government of Guinea’s capabilities with respect to research and public health as identified in the Global Health Security Agenda (GHSA) targets and the Government of Guinea’s five-year GHSA roadmap, and thereby to further the objectives of the World Health Organization’s International Health Regulations (2005) toward improving detection, reporting, and response to public health emergencies of international concern.

#### **Section 5 – Standard Provisions**

1. This Memorandum of Understanding is not intended to create any rights or obligations under international law or the laws of either Partner.
2. Any difference of opinion between the Partners concerning the interpretation or application of this Memorandum of Understanding is expected to be settled by consultations or any other appropriate method mutually decided upon by the Partners.
3. The Government of the United States plans to expend funds and carry out activities pursuant to this Memorandum of Understanding in accordance with applicable U.S. laws and subject to the availability of funds.
4. This Memorandum of Understanding:
  - a. Becomes effective upon signature by both Partners;
  - b. May be modified in writing by mutual consent of the Partners; and
  - c. May be discontinued by either Partner upon written notification of discontinuance to the other Partner. The Partner wishing discontinuance should endeavor to provide written notification at least six (6) months in advance of its desire for discontinuation.

Signed in duplicate, in the English and French languages, both texts being equally official.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA:

\_\_\_\_\_  
[Name]  
[Title]

Date: \_\_\_\_\_  
Place: \_\_\_\_\_

FOR THE GOVERNMENT OF THE  
REPUBLIC OF GUINEA:

\_\_\_\_\_  
[Name]  
[Title]

Date: \_\_\_\_\_  
Place: \_\_\_\_\_