



**DATA SHARING AGREEMENT  
BETWEEN  
THE GOVERNMENT OF THE REPUBLIC OF KENYA  
AND  
THE GOVERNMENT OF THE UNITED STATES OF AMERICA**

**PREAMBLE**

On December 4, 2025, the Government of the Republic of Kenya (hereinafter referred to as “Government of Kenya”) and the Government of the United States of America (hereinafter referred to as “U.S. Government”) entered into a Cooperation Framework regarding collaboration on health programs. The Cooperation Framework supports collaboration between the U.S. Government and the Government of Kenya to detect, prevent, and respond to emerging and existing infectious disease threats affecting both Kenya and the United States.

Since the Cooperation Framework acknowledges that health data is a national strategic asset as provided by the Kenya Digital Health Act, 2023, this Data Sharing Agreement (hereinafter referred to as the “Agreement”) is entered into by the U.S. Government and the Government of Kenya, hereinafter jointly referred to as the “Parties” and individually as a “Party.”

**Article 1. Purpose and Scope**

The purpose of this Agreement is to establish the terms and conditions under which the Government of Kenya shall provide the U.S. Government data, derived from health programs supported through the Cooperation Framework between the Government of Kenya and the U.S. Government (hereinafter referred to as “Covered Data Systems”). This Agreement aims to ensure transparency, accountability, and the effective use of resources to achieve shared objectives in health, while delineating the understandings and intentions of the Parties regarding the storage, access, protection, and use of data.

## **Article 2. Provision of Data to U.S. Government**

**a. Provision of Data:** The Government of Kenya shall provide data according to the Data Protection Act, 2019, the Digital Health Act, 2023, and other applicable laws and regulations in Kenya. The data that will be provided is for purposes of implementation of the Cooperation Framework.

The Government of Kenya and the U.S. Government shall jointly develop a named list of the Covered Data Systems, data to be provided, authorized users, type of access and the type of reports accessible from each system, during the implementation of the Cooperation Framework. To the maximum extent practical, Kenya shall not provide individual level data or personally identifiable information (PII) to the U.S. Government.

**b. Duration of Provision of Data:** The Government of Kenya shall provide the U.S. Government relevant data derived from health programs under the Covered Data Systems and this shall remain in effect for a duration of seven (7) years with effect from the signing of this agreement.

**c. Provision Mechanisms:** The Government of Kenya shall provide data derived from the health programs under the Covered Data Systems in the form of aggregate level data from aggregate systems, dashboards, and reporting tools. This includes:

- i. Where relevant, provision of login credentials or other secure access mechanisms
- ii. Maintenance of system functionality to ensure data availability
- iii. Notification of any planned system outages or updates that may affect provision
- iv. Any reduction or cancellation of funding by U.S. Government will result in restriction by Government of Kenya in provision of data and information as provided under the Cooperation Framework.

## **Article 3. Data Use and Confidentiality**

**a. Permitted Use:** The U.S. Government shall use the data provided under this Agreement solely for purposes consistent with metrics or activities referenced in Paragraphs 1, 2, 4 and 5 of the Cooperation Framework. Data provided shall be archived, stored, or disposed of in accordance with applicable laws and regulations of the Republic of Kenya and U.S. federal records requirements.

**b. Confidentiality:** All data confidentiality measures shall abide by applicable laws and regulations of the Republic of Kenya. The U.S. Government shall take all reasonable measures to protect the confidentiality of information contained within the Covered Data Systems in

accordance with U.S. data protection standards. Where data provided is potentially identifiable, the U.S. Government agrees to maintain the confidentiality of the covered data to the fullest extent required by applicable laws and regulations of the Republic of Kenya and U.S. laws. The U.S. Government shall notify Kenya of any unauthorized access, use, or disclosure of any PII or any other forms of data breach within the timeframe specified in laws and regulations of the Republic of Kenya and shall include a detailed report of the incident and the measures taken to mitigate its impact.

**c. Prohibited Use:** The U.S. Government shall not use the data for purposes other than those outlined in Paragraph 3(a).

**d. Data Ownership.** The U.S. Government acknowledges that the Government of Kenya retains sole ownership of the data and all intellectual property rights in Covered Data Systems. No license or conveyance of any such rights in the data is granted or implied under this Agreement.

**e. Publications and authorships:** Publications resulting from any Kenyan data shall include collaboration with Kenyan co-authors, clearance, and requisite approvals.

**f. Benefits arising thereof:** All benefits obtained based on insights derived from data provided shall require entering into other subsidiary agreements.

#### **Article 4. Additional Responsibilities**

**a. System Maintenance:** The Government of Kenya shall ensure the continued functionality, security, and integrity of the Covered Data Systems for the duration of this Agreement.

**b. Data Quality and Audits:** The Government of Kenya shall take reasonable steps to ensure the accuracy, completeness, and timeliness of the data within the Covered Data Systems. Data audits will be jointly planned and conducted collaboratively between the Government of Kenya and the U.S. Government or its contractors. The use of external auditors will require prior written approval from the Government of Kenya. Data audits shall be conducted in accordance with Paragraph 4 of the Cooperation Framework.

**c. Notification of Changes:** The Government of Kenya shall notify the U.S. Government in advance of any changes to the Covered Data Systems that may affect provision of data or functionality.

**d. Compliance with Applicable Laws:** The U.S. Government shall comply with all applicable Kenyan and U.S. laws and regulations in its use of data derived from the Covered Data Systems.

## **Article 5. Additional Terms**

**a. Duration:** This Agreement shall enter into force on the date of signature by both Parties and shall remain in force for seven (7) years as per Article 2(b) of this Agreement.

**b. Termination:** This Agreement may be terminated by mutual written consent of the Parties or consistent with paragraph 4.6 of the Cooperation Framework. In the event of termination, access to pertinent data for audit purposes shall be provided to the U.S. Government with prior approval from the Government of Kenya.

**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:

Chief of Mission  
U.S. Embassy  
United Nations Avenue, Gigiri  
P.O. Box 606 Village Market  
00621 Nairobi, Kenya

For the Government of the Republic of Kenya:

Principal Secretary, Medical Services  
Ministry of Health  
PO Box 30016 - 00100  
Afya House, Cathedral Road

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. Privileges, Immunities and Facilities of Both Parties:** Nothing in this Agreement shall be interpreted or construed as a waiver of the privileges, immunities and facilities, including immunity from suit, which the Parties enjoy by virtue of the international agreements and national laws applicable to the Parties.

**f. Governing Law:** Except as otherwise provided in this Agreement, this Agreement is intended to be implemented by the Parties in compliance with applicable Kenyan and U.S. laws, respectively. For the avoidance of doubt, in the event of any divergence between the laws and

regulations of the Republic of Kenya and U.S. federal laws applicable to data sharing under Article 2, the laws and regulations of the Republic of Kenya shall prevail.

**g. Legal Status of the Agreement.** This Agreement does not constitute an international agreement and the legal obligations under this Agreement do not arise under international law.

**h. Resolution of Differences:** The Parties shall resolve any differences between them arising from or in connection with the interpretation or performance of this Agreement solely through consultations and negotiations through diplomatic channels.

**SIGNED** at Washington, DC, on this FOURTH day of DECEMBER, 2025, in duplicate, in the English language.

**FOR THE GOVERNMENT OF THE  
THE REPUBLIC OF KENYA**

A handwritten signature in black ink, appearing to read 'Aden Duale', is written over a horizontal line.

ADEN DUALE  
CABINET SECRETARY  
MINISTRY OF HEALTH

**FOR THE GOVERNMENT OF  
THE UNITED STATES OF AMERICA**

A handwritten signature in black ink, appearing to read 'Jeremy P. Lewin', is written over a horizontal line.

Jeremy P. Lewin  
Senior Official for Foreign Assistance,  
Humanitarian Affairs &  
Religious Freedom (F)