No. 2026/098

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and International Cooperation of the Republic of South Sudan and has the honor to inform the Ministry that the Embassy has been instructed by Washington to pursue agreement on the attached Memorandum of Understanding, which will serve as the basis for further cooperation in the health sector.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs and International Cooperation of the Republic of South Sudan the assurances of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA
JUBA

Embassy of the United States of America
Juba, April 16, 2026

Enclosure: As stated.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE REVITALIZED TRANSITIONAL GOVERNMENT OF NATIONAL UNITY OF SOUTH SUDAN

Preamble

This Memorandum of Understanding (hereinafter referred to as the "MOU") is made between the Government of the United States of America (hereinafter referred to as "U.S. Government") and the Revitalized Transitional Government of National Unity of South Sudan (hereinafter referred to as "RTGoNU", hereinafter jointly referred to as the "Participants" and individually as the "Participant.")

CONSIDERING the responsibility of sovereign governments to use public revenue to support basic public services, including the health sector;

ACKNOWLEDGING that the RTGoNU provides as low as 0.4% of its budget to actual expenditures in the health sector and that the RTGoNU relies entirely on the U.S. government and other international donors for virtually all public health sector needs;

RECOGNIZING that United States global health investments, which are a core part of the more than $9.5 billion in humanitarian and development assistance provided since South Sudan's independence in 2011 (which followed years of previous foreign assistance prior to independence), have saved millions of lives, but that the status quo of unconditional aid contributes to transitional government failure to use its own public revenue to fund the health sector and impedes efforts by the RTGoNU to achieve health self-sufficiency;

FURTHER RECOGNIZING that the U.S. Government's strategic objective is to use a phased transition for the RTGoNU to assume responsibility and accountability for a resilient and durable health system, the RTGoNU and the United States

have reached the following understandings:

SECTION 1
Objectives

1.1 The primary objectives of this MOU are:

1. To advance South Sudan's health self-sufficiency and to end South Sudan's assistance dependency in the health sector, through the use of South Sudan's own public revenue to fund essential services. This transition ensures that as the RTGoNU assumes financial and logistical responsibility for current clinical care, it establishes the self-sufficient systems required to manage future health security threats, to expand laboratory capacity, and to serve as a reliable partner in global health crises.
2. To ensure continuity of HIV/AIDS care and treatment services as the RTGoNU assumes financial and logistical responsibility to utilize national resources for clinical service delivery.
3. To transition U.S. HIV/AIDS assistance to a core technical support role focused on quality assurance and capacity building.
4. To maintain U.S. support for laboratory infrastructure and disease surveillance critical to global health security.
5. To restore U.S. Government confidence that the RTGoNU has the political commitment to be a partner in addressing global health security threats and in efforts to help the South Sudanese people.

1.2 Outcome Metrics: The Participants aim to work together to achieve the following outcomes metrics by the end of each of the specified years:

	Baseline	FY26	FY27	FY28
% People With HIV Who Know Their Status	**55%**	**59%**	**72%**	**78%**
% People Who Know Their HIV Status on Treatment	**90%**	**91%**	**92%**	**93%**
% People On ART Who Are Virally Suppressed	**85%**	**87%**	**90%**	**92%**
# Polio Cases (e.g., WPV, cVDPV)	7	2	0	0
# Measles Cases	**2,402**	**1,800**	**1,200**	**700**
Maternal Mortality Rate (per 100,000 live births)	**1,223**	**1,150**	**1,080**	**1,000**

Children Under 5 Mortality Rate (per 1,000 live births)	**98.7**	**92**	**85**	**78**

1.2 Process Metrics: The Participants aim to work together to achieve the following process metrics by the end of each of the specified years:

	Baseline	FY26	FY27	FY28
# people on ART	**75,567**	**81,000**	**86,500**	**92,000**
# new HIV diagnoses among infants (0-12 months)	**160**	**150**	**140**	**140**
# new HIV diagnoses among children and adults (age 12 months or older)	**14,637**	**14,780**	**14,856**	**14,900**
% pregnant women living with HIV who receive ART	**81%**	**85%**	**90%**	**95%**
% surviving infants who received at least one dose of inactivated polio vaccine	67%	75%	80%	85%
% of children aged 12–23 months who received one dose of measles-containing vaccine	**72%**	**78%**	**83%**	**88%**
Median number of antenatal care visits for pregnant women	**2**	**3**	**4**	**5**
% accuracy of data fields assessed during the annual data audit	**60%**	**70%**	**80%**	**85%**

1.3 Infectious Disease Outbreak Response Metrics. The Participants recognize that swift responses are fundamental for all health activities and are essential to prevent dangerous and costly health threats by stopping diseases at their source. The Participants intend to strengthen timely outbreak detection and response to contain diseases that could threaten the health, safety, and prosperity of South Sudanese and Americans. The RTGoNU commits to the following:

- The RTGoNU detects suspected infectious disease outbreaks with epidemic potential in South Sudan within 7 days of disease emergence;

- The RTGoNU notifies the U.S. Government within 1 day of detection of an infectious disease outbreak in South Sudan and engages in meaningful coordination and consultation with the U.S. Government; and
- The RTGoNU completes relevant initial response actions to respond effectively to infectious disease outbreaks in South Sudan within 7 days of notification, including engaging in meaningful consultation with the U.S. Government on the RTGoNU's response.

SECTION 2
Areas of Cooperation

2.1 RTGoNU Responsibility for Care and Treatment Sites

The U.S. Government intends to transition out of the service delivery model for supporting PLHIV by September 2028. The RTGoNU commits to start to use national resources and work to progressively increase financial and logistical responsibility for care and treatment clinics, beginning with low volume facilities, as listed in section 2.1.2.

2.1.1 Interim Management by U.S. Government Implementers

The U.S. Government intends to transition PEPFAR supported facilities to the RTGoNU in tranches. At the Tranche 1 facilities, from June 1, 2026, the RTGoNU commits to assuming responsibility for matching or exceeding the service delivery outcomes previously provided by U.S. Government implementers. For each additional tranche, the RTGoNU commits to assume responsibility for matching or exceeding the service delivery outcomes previously provided by U.S. Government implementers.

2.1.2 Facilities Handover Timeline

Tranche / Timeline	Number / List of Facilities per State	Cost implications ($)
Immediate	Western Bahr El Ghazal Wau Teaching Hospital	$ 109,792 HR: $ 106,092 Last mile delivery / supervision: $ 3,700

Tranche 1 May 2026-Sept 2026 PLHIV on ART ≤ 50	**11 of 100 current facilities** **Eastern Equatoria** Hiyala PHCC, Pageri PHCC **Lakes** Matangai DTC PHCC, Maper Centre HOSPITAL, Cueicok PHCC, Malou PHCU, Thonabutkok PHCU, Malueth PHCU, Makor PHCU, Amongpiny PHCC **Western Equatoria** Nagero PHCC	**$ 428,128** HR: $ 392,328 Last mile delivery / supervision: $ 35,800
Tranche 2 Oct 2026-March 2027 PLHIV on ART ≥ 51 ≤ 200	**22 of 100 current facilities** **Central Equatoria** Hamia PHCC, Terekeka PHCC, Nesitu PHCC, Lainya PHCC **Lakes** Pacong PHCC, Bunagok PHCC, Wulu PHCC, Agangrial PHCC, Abiriu PHCC, Kuel Kuech PHCU, Paloc PHCC, Shambe PHCU **Western Equatoria** Masia PHCU, Saura PHCU, Bangasu PHCC, Namaiku PHCU, Madoro PHCU, Yangiri PHCC, Ringasi PHCC, Nagero PHCC, Sangua II PHCC, Yeri PHCU	**$832,100** HR: $ 762,300 Last mile delivery / supervision: $ 69,800
Tranche 3 April 2027- June 2027 PLHIV on ART ≥ 201≤ 300	**15 of 100 current facilities** **Central Equatoria** Morobo PHCC **Eastern Equatoria** Narus PHCC, Nanknak PHCC, Obbo PHCC, Abara PHCC, Pajok PHCC, Riwoto PHCC **Lakes** Aduel Diagnostic and Treatment center Adior PHCC **Western Equatoria** Mundri West PHCC, Andari PHCU, Lui Hospital, Bazungua PHCC, Mupoi PHCC, Mvolo PHCC	**$583,600** HR: $ 544,500 Last mile delivery / supervision: $ 39,100
Tranche 4 July 2027-Sept 2027	**16 of 100 current facilities** **Central Equatoria** Dombosco PHCC, KajoKeji Civil Hospital Lutheran Church PHCC, Kimu PHCC, Kaya PHCC, Magwi PHCC, Owing Kibul PHCC, Nyong PHCC	**$667,792** HR: $ 626,592 Last mile delivery / supervision: $ 41,200

The RTGoNU commits to provide the logistics and facilities support to all HIV/AIDS care and treatment sites it assumes control of. The U.S. government intends not to fund any logistics, facilities, fuel, or other costs associated with the provision of care and treatment at the facilities under RTGoNU responsibility. The RTGoNU commits to be responsible for budget allocation and execution for fuel, security, utilities, maintenance, and other operational costs. The RTGoNU commits to maintain clinical quality standards and patient care protocols established under PEPFAR programming.

2.1.4 Human Resources for Care and Treatment

The RTGoNU, following the tranche timeline, commits to transition and continue PEPFAR supported services provided through frontline health workers, continue, and commits to absorb as many health workers as necessary into the national civil service payroll. The RTGoNU commits to appoint qualified facility directors with documented legal authority to manage budgets and supervise staff, following the tranche timeline.

2.1.5 Continuation of Clinical Outcomes

The RTGoNU confirms that, as it assumes responsibility for additional facilities, no interruption in anti-retroviral (ARV) drugs availability at any transitioned facility is expected, that viral load monitoring is expected to be maintained according to new policies and laboratory services, that counseling is expected to continue, that mother-to-child transmission prevention services are expected to be preserved, and that community outreach and expanded testing services are expected to be sustained.

2.2 U.S. Technical Assistance for Care and Treatment

As the RTGoNU assumes financial and logistical responsibility for HIV/AIDS clinical operations, the U.S. Government intends to provide technical assistance to support the RTGoNU in managing care and treatment services. Specifically, the U.S. Government intends to provide mentorship for clinical staff on complex cases, systems strengthening through implementation of Quality Improvement dashboards and supply chain forecasting, support for laboratory quality assurance and national policy operationalization, and strengthening Strategic Information (SI) capabilities for better decision-making. The U.S. Government intends to suspend

provision of technical assistance if the RTGoNU fails to follow through on delivery of care and treatment, as specified in section 2.1.

2.2.1 U.S. Training for Health Workers

As the RTGoNU assumes financial and logistical responsibility for clinical operations, the U.S. Government, through its implementers, intends to provide training to staff in those facilities as part of integration of services. U.S. Government implementers intend to provide training within 6 months of the transition of any facility to ensure that staff members who provide non-HIV services are able to integrate and provide HIV/AIDS services to clients as part of integrated service delivery.

2.3 U.S. Support for Laboratory Infrastructure and Disease Surveillance

To enable U.S. Government support for laboratory infrastructure, the RTGoNU commits to establish the necessary operating environment and comply with U.S. Government operational requirements, which should be clearly outlined in the implementation plan for this MOU.

2.4 U.S. Support for Maternal and Child Health (MCH) and Immunizations

2.4.1 Comprehensive Health Sector Assistance

Beyond HIV/AIDS-specific support, the U.S. Government intends to continue providing assistance to South Sudan's broader health sector under this MOU, specifically targeting the reduction of maternal and under-five mortality and the eradication of vaccine-preventable diseases.

2.4.2 Maternal and Child Health (MCH) Objectives

The U.S. Government aims to support the RTGoNU in reaching critical health targets by 2028, including:

- **Reducing Maternal Mortality:** Targeting a decrease from 1,223 to 1,000 deaths per 100,000 live births.
- **Reducing Under-5 Mortality:** Targeting a decrease from 98.7 to 78 deaths per 1,000 live births.
- **Antenatal Care:** Increasing the median number of antenatal care visits from 2 to 5 per pregnancy.

2.4.3 Immunization and Polio Eradication

The U.S. Government intends to provide funding and technical expertise to bolster the national immunization system, with the goal of achieving:

- **Zero Polio Cases:** Transitioning from the current baseline to zero confirmed cases by 2027.
- **Measles Reduction:** Reducing cases from 2,402 to 700 annually by 2028.
- **Vaccine Coverage:** Increasing inactivated polio vaccine (IPV) coverage to 85% and measles-containing vaccine (MCV1) coverage to 88% among eligible children.

2.4.4 RTGoNU Complementary Responsibilities

The continuation of U.S. MCH and immunization funding is contingent upon the RTGoNU fulfilling its commitments to provide the necessary operating environment, including:

- **Human Resources:** Ensuring qualified and appropriately paid health workers are present at facilities to administer vaccines and MCH services.
- **Access and Security:** Guaranteeing safe, unimpeded access for health workers and commodities to all regions, including those currently experiencing insecurity.
- **Infrastructure Maintenance:** Providing the fuel, utilities, and facility maintenance required to keep cold chain systems operational for vaccine storage.

PLHIV on ART ≥ 301≤ 500	**Lakes** Anuol PHCC, St. Joseph TB Hospital, Minkaman PHCC, Abang PHCC **Western Equatoria** Gangura PHCC, Naandi PHCC, Basukangbi PHCU, Ibba PHCC	
Tranche 5 Oct 2027- Dec 2027 PLHIV on ART ≥ 501≤ 1,000	**16 of 100 current facilities** **Central Equatoria** Aru Junction PHCU, Al-Shaba Children Hospital, Malakia PHCC, St. Bahkita PHCC St. Theresa Mission Hospital-Isohe, Lobone PHCC **Lakes** Cueibet Hospital, Nyang PHCC, Kiir Mayardit Women's Hospital, Sign of Hope PHCC, Malual Bab PHCC **Western Equatoria** Source Yubu PHCC, Sakure PHCC, Nzara PHCC	**$ 605,339** HR: $ 567,939 Last mile delivery / supervision: $ 37,400
Tranche 6 Jan 2028- Sept 2028 PLHIV on ART ≥ 1,000	**23 of 100 current facilities** **Central Equatoria** Juba Teaching Hospital, Kator PHCC, Nyakuron PHCC, Juba Protection of Civilians, Gumbo PHCC, Munuki PHCC, Gurei PHCC, Yei Hospital **Eastern Equatoria** Nimule Hospital, Kapoeta State Hospital, Torit Hospital **Jonglei** Bor Hospital **Lakes** Rumbek State Hospital, Yirol County Hospital, Mary Immaculate Hospital Mapuordit, Aluak luak PHCC **Western Baher El Ghazal** Wau Teaching Hospital **Western Equatoria** Yambio Hospital, EZO Hospital, Yambio PHCC, Nzara Hospital, Tambura Hospital, Maridi County Hospital	**$2,230,381** HR: $ 2,151,581 Last mile delivery / supervision: $ 78,800

2.1.3 Logistics and Facilities Support

SECTION 3
Conditions

3.1 RTGoNU Acts to Break Aid Dependence and Deliver Health Services

Aid actors have long faced predation, theft, and interference at all levels of government and in all regions of South Sudan, driven in large part by the country's entrenched aid dependence, the failure of the government at all levels to deliver public services, and the use of violence for political purposes. The Participants affirm that that legacy ends with the start of this MOU.

3.1.1 Conditions

To signal this transition and to promote the success of this MOU, the RTGoNU commits to the following conditions:

- TAXATION: The RTGoNU commits to exempt from taxation in South Sudan any U.S. Government funds used to implement any element of this MOU, including U.S. Government funds deployed through a contractor or sub-contractor, consistent with the most favorable terms included in this MOU or other U.S. Government assistance agreements with South Sudan, including the Agreement for Economic and Technical Cooperation between the Government of the United States of America and the Government of the Republic of South Sudan, signed at Juba, September 11, 2012. At a minimum, this should include being exempt from: (a) customs duties, import duties, taxes or fiscal charges of equal effect levied or otherwise imposed on items imported into South Sudan and (b) the value-added tax levied or otherwise imposed on the purchases of goods and services in South Sudan. Recognizing the importance of access to health commodities, South Sudan further commits to exempt from taxation health products not procured by the U.S. Government.

- HARASSMENT AND EXTRA-LEGAL ACTIONS: The RTGoNU commits to end demands or extra-legal actions directed at U.S. Government implementers by transitional government officials at county, state, and national levels, such as imposition of illegal taxes, payments, or demands for unauthorized in-kind support, as well as to timely and documented response (i.e., within 72 hours) to attacks or other criminal actions directed against implementers, their staff, and facilities.

- HEALTH SECTOR SALARIES: The RTGoNU commits to make timely, consistent, and complete salary payments to all current health sector workers starting by June 1, 2026.

- HUMANITARIAN ACCESS: The RTGoNU commits not to interfere in movements of UNMISS personnel within the country and on departure from the country. The RTGoNU further commits to adhere to humanitarian principles of humanity, impartiality, neutrality, and independence.

- ICAP TAXATION: The RTGoNU resolves any issues related to back taxes with U.S. implementer ICAP in a fair and expeditious manner.

- NATIONAL PUBLIC HEALTH LABORATORY (NPHL) RESTRUCTURING: To ensure the functional continuity of HIV/AIDS and broader public health services, the RTGoNU commits to returning the oversight and administration of the National Public Health Laboratory (NPHL) to the Ministry of Health (MOH) by June 1, 2026. The RTGoNU recognizes that the current placement of the NPHL under the National Public Health Institute (NPHI) creates operational barriers that impede access for MOH hospitals and clinics and renders it impossible for the U.S. Government (PEPFAR) and the Global Fund to effectively utilize or support these facilities. The U.S. Government expects the restoration of direct MOH oversight and control before the resumption of U.S. Government-supported laboratory and surveillance activities.

- SUPPORT FOR U.S. TRADE AND INVESTMENT: The RTGoNU affirms that this MOU marks a significant opportunity to reframe bilateral cooperation on health and to make South Sudan an attractive market for U.S. trade and investment. The RTGoNU commits to support and facilitate the incorporation of U.S. technology and equipment, including drone technology, in emerging models of delivering health services, where appropriate.

The U.S. Government is prepared to discontinue this MOU if the RTGoNU fails to meet the conditions of this MOU, making clear that RTGoNU actions caused the failure.

Appendix 1: Co-Funding Summary

The below represents the total planned financial support by both the U.S. Government and the RTGoNU during the term of the MOU:

Year	U.S. Government	RTGoNU
FY26	$52,439,960	$5,000,000
FY27	$49,898,960	$5,700,000
FY28	$43,788,960	$9,200,000
Total	$146,124,880	$48,500,000

and facilities which the Participants enjoy by virtue of the international agreements and laws applicable to the Participants.

4.8 Subject to Funding Availability: Participants acknowledge that this MOU is intended to exclusively cover activities funded by the U.S. Department of State and the RTGoNU. All activities described in and/or pursued by the Participants under this MOU are subject to the availability of funds, personnel, and other resources.

4.9 Legal Status: This MOU is not an international agreement and does not give rise to legal rights and obligations under international or domestic law. Nothing in this MOU is intended to override or invalidate any existing agreements between the U.S. Government and the RTGoNU.

4.10 Resolution of Differences: The Participants intend to resolve any differences between them arising from or in connection with the interpretation or performance of this MOU through consultations between themselves.

SIGNED at [insert city] on this [DATE] day of [insert month], 2026, in duplicate, in the English language.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

_____

AMBASSADOR TO South Sudan

FOR THE REVITALIZED TRANSITIONAL GOVERNMENT OF NATIONAL UNITY OF SOUTH SUDAN:

_____

[HEAD OF GOVERNMENT OR HIS OR HER DESIGNEE]