

...and that his wife had since she was also missing. The police

Questions no one is asking in Uganda-US health deal

BY RUKIRABASHAIJA KAKWENZA

On December 10, 2025, our country signed a five-year bilateral health cooperation agreement with the United States in Kampala. The deal is reported to be worth about \$1.7b from the US side and it is paired with increased domestic co-financing by Uganda over the 2026–2030 period.

The recent deviation among some fellow African countries over the same bilateral health agreements with the US deserves some serious legal attention. South Africa, Zambia, Zimbabwe and others declined to proceed. The Kenyan courts suspended government implementation pending review.

But our leaders signed with indescribable rapidity, as has sometimes been. Remember when former Finance minister Syda Bbumba confessed to having signed important oil agreements without reading through? We must ask whether the NRM government can lawfully commit our biological future without explicit constitutional mandate.

I should submit that this is not just a matter of sentiment or diplomatic preference, but it raises important structural questions about sovereignty, constitutional oversight, and long-term policy autonomy.

The issue is not whether this kind of health cooperation is desirable but whether the architecture of these agreements preserves sufficient national control over regulatory frameworks and strategic data. Some reports that I have read in preparation for this piece indicate that the compacts may include provisions on regulatory alignment, long-term health data cooperation, pathogen sharing, and broader strategic collaboration. Those elements move the agreements beyond short-term service delivery into the realm of structural policy commitment.

If regulatory alignment is embedded, what does that mean in practice? Does it require us to harmonise drug approval standards, digital health systems, reporting mechanisms, or surveillance architecture in ways that narrow future legislative discretion? Regulatory

convergence sounds technical until one realises it can indeed shape who sets standards for pharmaceuticals, diagnostics, and also the emerging technologies.

I believe that the majority of Ugandans do not know that our health data is a strategic asset because it includes demographic, biometric, genomic, and epidemiological information that can shape big pharmaceutical development, research pipelines, and artificial intelligence modelling.

Long-term data access arrangements should, therefore, be examined with the same seriousness as natural re-

BACKGROUND

The agreement requires the US to commit up to \$1.7b (Shs6 trillion) to priority programmes, while Uganda pledges to increase health spending by more than \$500m (Shs1.7 trillion).

source concessions or infrastructure agreements. We cannot, therefore, debate other contracts with fury and then we rush to sign data contracts with applause and indescribable rapidity.

There is also the unresolved matter of biological samples and this takes us to the question of if pathogen isolates or genomic material are shared for research collaboration, what governs ownership of downstream discoveries? The last I checked, we are a party to the Convention on Biological Diversity and its Nagoya Protocol principles on the access and benefit-sharing.

Do the clauses of this agreement explicitly preserve those rights or do they bypass multilateral benefit-sharing frameworks in favour of bilateral discretion? I would like the Attorney General to respond to these questions in detail, so that Ugandans can understand.

When our leaders commit our country to these sustained data-sharing frameworks, two questions arise.

First, the duration. How long do the obligations endure, do they extend beyond electoral cycles, are they subject to

mandatory periodic review by Parliament, and, can future governments calibrate without incurring penalties? Second, the exit. What are the practical conditions for withdrawal or renegotiation? International law, including the Vienna Convention on the Law of Treaties, recognises that states may terminate agreements under certain conditions such as material breach or fundamental change of circumstances. In the decisive issue is always the wording of the agreement itself. If exit mechanisms are restrictive, politically costly, or financially punitive, formal sovereignty may exist while functional flexibility narrows.

There is a third question rarely asked about dispute resolution. If disagreements arise over data usage, intellectual property, or compliance, where are disputes settled? Domestic courts, international arbitration or diplomatic consultation? The forum determines the balance of power because arbitration clauses can quietly relocate sovereignty from Kampala to neutral venues in different jurisdiction.

Mr Kakwenza is a novelist, playwright and lawyer.