

## **Strategic Partnership Agreement Between the Government of the United States of America and the Government of the Democratic Republic of the Congo**

The Government of the United States of America (“United States”) and the Government of the Democratic Republic of the Congo (“DRC”), each a “Party” and hereinafter collectively referred to as the “Parties,”

**Acknowledging** the longstanding partnership between the United States and the DRC, and the mutual commitment to fostering peace, stability, and long-term economic development in the region;

**Recognizing** the Parties’ shared interest in furthering cooperation to advance economic and resource security, and to promote long-term development for the benefit of both nations;

**Celebrating** the historic signing of the Peace Agreement between the Democratic Republic of the Congo and the Republic of Rwanda, done at Washington, June 27, 2025, as a significant milestone in regional stability and reconciliation;

**Affirming** the importance of building on the Democratic Republic of the Congo’s ongoing reforms to foster an investment climate conducive to attracting and retaining foreign direct investment, particularly in the mining sector, through clear, predictable, and transparent regulatory frameworks;

**Highlighting** the need for a mining sector that operates in accordance with the law and with integrity, accountability, and transparency, and that ensures mineral resources are managed responsibly for the long-term benefit of the Congolese people as well as the people of the United States of America;

**Acknowledging** the Democratic Republic of the Congo’s interest in diversifying its partnerships, creating local value and employment through in-country transformation, improving governance and social responsibility in the mining sector, and fostering peace, stability, and state authority across its territory, particularly in remote and conflict-affected areas;

**Highlighting** the strong desire of the Democratic Republic of the Congo to build mutually beneficial partnerships that leverage and expand its unmatched geological endowment in order to accelerate further its economic development through industrial transformation for increased prosperity of the Congolese people;

**Acknowledging** the Democratic Republic of the Congo’s desire to strengthen its national security and stability for the benefit of its people, and to ensure the protection and resilience of its mineral supply chains in support of mutual economic and strategic interests with the United States;

**Acknowledging** the United States’ interest in building secure, reliable and durable supply chains for critical minerals, safeguarding its national security, supporting reindustrialization, and maintaining

competitiveness in strategic sectors including defense, energy, advanced technologies, and automotive industries;

**Recognizing** the Democratic Republic of the Congo's pivotal role in Southern and Central Africa and its future integration into a regional market of over 600 million people in the near term, which this partnership seeks to support through industrialization, building value chains, and infrastructure connectivity, in accordance with the DRC's regional commitments;

**Recognizing** the central role of large-scale energy infrastructure, including the Grand Inga hydroelectric development, in powering industrial transformation, supporting mining, processing, and regional connectivity projects, and enabling energy security for the Democratic Republic of the Congo and the region;

**Recognizing** the Sakania-Lobito Corridor as a strategic infrastructure project for the Parties that connects the Democratic Republic of the Congo to the Atlantic Ocean and as one of the essential components of the DRC's long-term industrialization and trade strategy;

**Further** recognizing the DRC's desire to develop and utilize additional corridors, including those serving its domestic and regional integration priorities;

**Recognizing** the Parties' shared desire to increase the level of U.S. private sector investment in the mining sector of the Democratic Republic of the Congo, and to strengthen economic ties between the two nations;

**Reaffirming** the Parties' commitment to advancing shared goals through collaboration, dialogue, and mutual respect, while upholding principles of good governance and responsible stewardship in the management of mineral resources; and

**Recalling** the Treaty Concerning the Reciprocal Encouragement and Protection of Investment, done at Washington, August 3, 1984,

**Have agreed as follows:**

#### **ARTICLE I – DEFINITION OF TERMS**

Definitions of terms in this Agreement are set forth in Annex 2.

#### **ARTICLE II – OBJECTIVES**

The objectives of this Agreement are to:

1. Establish a Strategic Partnership between the United States and the DRC, reflecting the Democratic Republic of the Congo's pivotal role in Africa and the Parties' shared ambition to transform their

cooperation into a long-term strategic partnership promoting peace, stability, and economic development in the Democratic Republic of the Congo, Central Africa, and the Great Lakes region;

2. Strengthen opportunities for cooperation in security, defense, and protection of critical infrastructure, in safeguarding the integrity of the Democratic Republic of the Congo's territory and strategic mineral reserves, in promoting regional stability, and in supporting peace and security across Central Africa, consistent with applicable international law and the domestic frameworks of both Parties;
3. Promote increased economic cooperation between the United States of America and the Democratic Republic of the Congo by fostering mutually beneficial investment, and development opportunities that advance shared strategic interests, support long-term economic growth, and contribute to the prosperity of both countries;
4. Facilitate greater investment by U.S. persons and aligned persons in order to diversify the Democratic Republic of the Congo's mining sector, enhance transparency, improve labor standards and promote secure, reliable, and mutually beneficial critical mineral flows for commercial and defense purposes between the United States of America and the Democratic Republic of the Congo;
5. Align the development of the mining sector with complementary sectors such as energy, infrastructure, and transportation, in support of local transformation, reinforcing the DRC's long-term development vision;
6. Establish a mechanism for strategic cooperation on critical mineral and other key assets in the Democratic Republic of the Congo;
7. Advance and accelerate the Democratic Republic of the Congo's ongoing reforms to further enhance its business environment, governance, and working conditions, including in the artisanal mining sector, to facilitate investments by U.S. persons and aligned persons in mining, energy, infrastructure, technology-driven initiatives and other projects;
8. Facilitate stable, predictable, long-term access for U.S. persons and aligned persons to critical minerals from the Democratic Republic of the Congo to support safety, security, and prosperity for both the United States of America and the Democratic Republic of the Congo, in a manner that promotes local value addition, industrialization, and long-term economic growth in the Democratic Republic of Congo;
9. Promote development of the Sakania-Lobito Corridor in support of the Parties' economic and commercial relations;

10. Promote responsible mining practices in the Democratic Republic of the Congo, and support the formalization and industrialization of the artisanal mining sector, while actively working to reduce illicit trade in minerals, combat the use of critical minerals to finance conflict, and create alternative livelihoods for artisanal mining communities;
11. Cooperate to develop the Democratic Republic of the Congo's domestic beneficiation capacity and assess opportunities for the DRC to participate in beneficiation projects outside of the country, including through equity ownership;
12. Promote greater investment by U.S. persons and aligned persons in new exploration activities and greenfield projects, including through improved geological data and the mobilization of financing from public and private sources;
13. Advance DRC Designated Strategic Projects; and
14. Support peace, stability, and state authority in conflict-affected and remote areas through targeted investment in infrastructure, energy generation, and industrial projects.

#### **ARTICLE III – STRATEGIC PARTNERSHIP STATUS**

1. The United States recognizes the DRC as a strategic partner of the United States of America, reflecting the depth and importance of the bilateral relationship and the shared commitment to advancing peace, stability, and economic development.
2. As part of this strategic partnership, the Parties intend to explore the following areas for cooperation:
  - a. Economic Cooperation, with particular emphasis on cooperation relating to critical minerals, energy, infrastructure, technology-driven initiatives, beneficiation, and industrialization;
  - b. Security and Defense Cooperation, consistent with applicable domestic laws, U.S. policy, and international obligations, relating to strengthening peace, stability, and state authority across the Democratic Republic of the Congo;
  - c. Scientific, Technological, and Educational Cooperation, including relating to exchanges, training, and capacity-building initiatives; and
  - d. Institutional and Governance Cooperation, including relating to judicial reforms, anti-corruption measures, and public administration capacity.
3. The Parties shall conduct regular consultations, in parallel with the Joint Steering Committee (JSC), to review progress and assess opportunities to increase cooperation.

4. The DRC, in coordination with the United States as appropriate, shall pursue and enforce domestic policies and measures that strengthen good governance, transparency, and respect for international law and that reinforce its role as a reliable and trusted strategic partner of the United States.
5. The Parties shall explore a dedicated Security Memorandum of Understanding that further outlines the modalities for cooperation relating to peace, stability, and state authority across the Democratic Republic of the Congo.
6. The Parties shall explore cooperation around the safeguarding of key infrastructure and the development of mechanisms to mitigate risks to strategic critical mineral reserves and supply chain integrity.
7. To further the objectives of the Strategic Partnership, the Parties shall establish a United States-DRC Binational Economic Partnership Forum (BEPF), a government-to-government dialogue designed to deepen cooperation across a broad range of shared economic interests and priorities within this Agreement. The United States-DRC BEPF should convene every two years, alternating between Washington, D.C., and Kinshasa unless otherwise determined by the Parties. The BEPF is expected to serve as a venue for private sector engagement with the Parties to enhance commercial relations between the United States of America and the Democratic Republic of the Congo, foster long-term economic growth, and ensure lasting partnerships and investments that advance this Agreement. The Parties shall set an official date and select the location for the inaugural BEPF within 365 days of the entry into force of this Agreement.

#### **ARTICLE IV – STRATEGIC ASSET RESERVE**

1. The DRC shall designate an initial list of critical mineral assets, gold assets and unlicensed exploration areas as part of the Strategic Asset Reserve (SAR) and shall provide this list to the JSC established pursuant to Article VI of this Agreement within thirty (30) days of the entry into force of this Agreement. The list may be made available to persons eligible to submit proposals for SAR projects as set forth in this Agreement. SAR Projects are any projects related to assets in the SAR at the exploration, development, or extraction stage or any project that is designated as part of the SAR pursuant to this Agreement. A SAR Project includes a concession or similar license or permit.
2. At any point, additional critical mineral assets, gold assets, and unlicensed exploration areas may be added to the SAR by the DRC. Potential assets for addition to the SAR may be presented to the JSC by either the United States or the DRC for discussion. The JSC shall maintain the updated list of designated assets that form the SAR.

3. The Parties agree that the SAR shall be an evolving list with the DRC adding additional assets to it frequently, in consultation with the United States to further the objectives of this Agreement.
4. No DRC government authority shall have the right to impose, and SAR Projects shall not be subject to, any obligations, fees, charges, permits, or administrative procedures except those expressly set forth under DRC law, as amended from time to time.
5. The DRC may not add any asset to the SAR if doing so would violate the DRC's domestic law or would be contrary to international legal obligations between the Parties.

#### **ARTICLE V – DRC DESIGNATED STRATEGIC PROJECTS**

1. The Parties recognize the importance of prioritizing and accelerating the implementation of DRC Designated Strategic Projects, which are transformative initiatives identified by the DRC as central to its long-term development vision and consistent with the objectives of this Agreement.
2. The DRC shall provide within thirty (30) days from the entry into force of this Agreement an initial list of the DRC Designated Strategic Projects.
3. At any point, additional projects may be designated as DRC Designated Strategic Projects by the DRC in consultation with the United States through the JSC. DRC Designated Strategic Projects shall be selected by the DRC on the basis of their expected capacity to:
  - a. Contribute to the industrial transformation of the Democratic Republic of the Congo through local value addition, job creation, and capacity building;
  - b. Strengthen infrastructure, energy and technology systems essential to economic diversification and integration into regional and global value chains;
  - c. Support peace, stability, and state authority, especially in conflict-affected or remote areas rich in natural resources; and
  - d. Promote inclusive development and improved livelihoods for the Congolese people through long-term economic transformation.
4. The Parties shall seek to cooperate to mobilize appropriate financing, consistent with its laws and policies, including through international financial institutions, multilateral development banks, the private sector and where appropriate, U.S. development finance and export credit institutions, to support the successful implementation of DRC Designated Strategic Projects.
5. In implementing DRC Designated Strategic Projects, the DRC shall consider opportunities for participation by U.S. persons and aligned persons, including opportunities for producers and

distributors of durable goods, and to include preferential access and first right of offer where appropriate and determined by both Parties, including through joint ventures, public-private partnerships, and supplier-development programs, in accordance with the DRC's law.

#### **ARTICLE VI – JOINT STEERING COMMITTEE**

1. The Parties hereby establish the JSC, composed of representatives from the DRC and the United States. The JSC shall serve as the primary platform to implement and achieve the objectives of this Agreement. The first meeting of the JSC shall be held no later than 90 days after the entry into force of this Agreement.
2. The JSC shall be composed of five officials from the United States and five officials from the DRC.
3. The United States representatives shall consist of one representative each from the Departments of State, the Treasury, Commerce, and the U.S. International Development Finance Corporation (DFC); and one representative from an agency of the United States selected by the chair of the JSC from the United States of America, who may be from one of the agencies already included in this paragraph.
4. The DRC representatives shall consist of one representative each from the Ministry of Foreign Affairs and International Cooperation, the Ministry of National Economy, the Ministry of Finance, the Ministry of Planning, and the Office of the President.
5. The JSC shall have two co-chairs, one chair from the U.S. Department of State and one from the DRC (collectively the "Chairpersons"). The co-chair from the DRC shall be designated by the minister with the highest rank of precedence among the members representing the DRC.
6. The Parties shall notify each other in writing of the officials they are appointing to the JSC no later than 15 days after entry into force of this Agreement. In addition:
  - a. A Party may appoint one or more new officials to replace its existing representatives on the JSC at any time with written notice to the other Party.
  - b. Any official serving as a representative on the JSC may designate another official to serve as a permanent alternate or as an alternate for a single meeting in the event that the primary representative is unable to attend a JSC meeting.
7. The JSC shall meet twice per year. The Chairpersons shall set the date and location of each meeting, in coordination with the other members of the JSC. Meetings may be held virtually. In addition, the Chairpersons may call ad hoc meetings as appropriate. All meetings shall have a minimum notification

period of 10 business days, unless both Chairpersons consent to waive or shorten this notification period, and require a quorum, comprised of a majority of JSC members.

8. The JSC shall make decisions described in this Agreement by consensus. Where the JSC cannot reach consensus, the matter shall be elevated to senior representation of the Parties. No decision may be made until consensus has been reached. The JSC members representing the DRC shall ensure that any decisions are appropriately endorsed by the DRC in advance.
9. The functions of the JSC shall include:
  - a. Discussing how the Parties may support investment in and development of SAR Projects, Qualifying Strategic Projects (QSPs), DRC Designated Strategic Projects, and the Strategic Minerals Reserve (SMR) including through technical cooperation, project planning, and mobilizing investment;
  - b. Reviewing compliance with, and conducting oversight of, the implementation of this Agreement, including the SAR investment process described in Article VII and the fiscal and tax regime implementation described in Article XII;
  - c. Facilitating bilateral technical cooperation on legal, regulatory, and policy reforms needed to attract and de-risk investment into the DRC critical minerals sector for U.S. persons and aligned persons;
  - d. Discussing appropriate offtake targets for the U.S. market for SAR Project proposals and developing, and updating as appropriate, offtake guidelines for SAR Projects that ensure alignment with the supply chain and national security objectives of this Agreement, including use for the U.S. market. Adoption of offtake guidelines shall be made by decision of the JSC.
  - e. Coordinating to promote the transparent allocation of offtake from SAR Projects and QSPs to U.S. persons and/or for use by the U.S.-market;
  - f. Discussing changes in ownership of SAR Projects and QSPs to ensure continued eligibility under this Agreement and the laws of the Democratic Republic of the Congo;
  - g. Discussing opportunities for U.S. persons and aligned persons, that are manufacturers and distributors of durable goods and general construction operators, to participate in SAR Projects and QSPs;
  - h. Identifying means to cooperate to advance and promote fair market-based approaches to critical minerals;



- i. Discussing challenges and opportunities for the investment and business climate in the Democratic Republic of the Congo, including with respect to SAR Projects and QSPs; and
  - j. Any other function related to this Agreement as the Parties may decide mutually in writing.
10. In the event of a question or disagreement between the Parties over the eligibility of any individual, entity or project, including consistency with offtake guidelines once adopted by the JSC, to submit a proposal for a SAR Project or for designation as a QSP, the concerned Party shall present the matter to the JSC. The JSC shall convene within 15 days to decide the question of eligibility as described in the Agreement. The DRC shall not enter into an agreement regarding a SAR Project until the question of eligibility is decided by the JSC.
11. If a change in ownership makes an entity or person ineligible for the SAR Investment Process described in Article VII, the DRC shall block the change, subject to applicable law. If a change in ownership results in a project no longer qualifying as a SAR Project or QSP, the project shall no longer be eligible for any fiscal, tax or regulatory incentives developed under this Agreement for SAR Projects and QSPs.
12. The JSC may consult with relevant members of the private sector regarding the objectives of this Agreement, as appropriate.

#### **ARTICLE VII – SAR INVESTMENT PROCESS**

- 1. The DRC shall notify the JSC of any opportunity for a SAR Project.
- 2. The DRC shall grant U.S. persons the right of first offer for SAR Projects.
- 3. Any U.S. person that submits a proposal within three months of a SAR Project being notified to the JSC shall be granted a negotiation window of three months, renewable once. The DRC may, where appropriate, invite multiple qualified U.S. persons to submit improved or revised offers during the negotiation window to ensure the most advantageous outcome for the project and for the DRC.
- 4. At the conclusion of this negotiation window for U.S. persons, which shall be no later than nine months after a SAR Project is notified, if a proposal from a U.S. person has not been accepted, the DRC shall give aligned persons, including DRC persons who meet the definition of “aligned person” in Annex 2, the opportunity to submit proposals and enter negotiation windows for SAR Projects. Each negotiation window granted to aligned persons shall be of a comparable duration, not exceeding three months.
- 5. In order to be accepted for a SAR Project by the DRC, a proposal must further the supply chain and national security objectives of this Agreement by demonstrating how the project supports offtake to

the U.S. market, including, as applicable, consistency with the offtake guidelines once adopted by the JSC.

6. The JSC may decide to adjust the timelines identified in paragraphs 3 and 4 of this Article, consistent with the procedures set out in Article VI(8), and clarify issues related to the implementation of this Article. If the DRC does not accept any U.S. person's or aligned person's proposal within twelve months of the notification required by paragraph 1 of this Article, the matter shall be referred to the JSC for discussion, including the potential extension of the negotiation windows described in this Article.
7. The DRC shall make every effort to grant timely approvals for accepted proposals for SAR Projects involving U.S. persons or aligned persons, including all relevant licensing and permit approvals needed for SAR Projects under the laws of the DRC.
8. Where there are multiple proposals for the same SAR project, the DRC shall endeavor to accept a proposal from U.S. persons before those from aligned persons. Additionally, the DRC shall endeavor to accept the proposal that best aligns with, and will further, the supply chain and national security objectives of this Agreement. Final decision as to which proposal to accept shall rest with the DRC, subject to the requirements of this Agreement.
9. The DRC shall provide 30 days prior written notice to the JSC before entering into any agreement regarding a SAR Project.
10. Eighteen months after this Agreement enters into force, and every 12 months thereafter, the JSC shall review the SAR Projects which are not subject to negotiating windows described in this Article and/or for which there are no active proposals from persons eligible for the SAR Investment Process in order to discuss steps to attract increased interest from eligible persons.
11. The Parties are conscious that the SAR Project process described in this Article should not result in freezing assets and/or otherwise deprive the DRC of the fair financial resources expected from the exploitation of its mineral endowment and mining-related assets.
12. Where a U.S. person or aligned person has completed exploration of a SAR Project, it shall receive an exclusive window of three years to apply for and obtain an exploitation license for the corresponding area.
13. The United States shall consider the feasibility of providing support for SAR Projects.

## **ARTICLE VIII – QUALIFYING STRATEGIC PROJECTS:**

The DRC shall designate any project that is located in the Democratic Republic of the Congo that is not majority owned by the DRC or any of its SOEs and that meets the eligibility criteria set forth in Annex 1 as a QSP upon notification to the JSC by either Party, including through the Government of the Democratic Republic of the Congo or the United States Ambassador to the Democratic Republic of the Congo.

## **ARTICLE IX – SAKANIA-LOBITO CORRIDOR**

1. The Parties recognize the strategic nature of the Sakania-Lobito Corridor project and that it serves as a key route for the transport and export of copper, cobalt, zinc, and other critical minerals, as well as other commercial goods, from the Democratic Republic of the Congo to the United States of America.
2. The DRC intends to promote the rehabilitation and modernization of the SNCC rail line through a partnership with the private sector that furthers the objectives of this Agreement and promotes improved livelihoods for the Congolese people as well as the transit and transport between the Democratic Republic of Congo and Angola via Dilolo. The Parties agree on the importance of ensuring synchronicity of the entire Tenke-Lobito line and endeavoring to incorporate U.S. content as possible. This project shall operate under an open, transparent, and non-discriminatory access regime for all qualified operators active along the entire Tenke-Lobito Corridor. Subject to operational readiness, any future extensions including from Tenke to Sakania shall operate in the same manner.
3. The United States intends, subject to the DRC's selection of private sector consortium partners that further the objectives of this Agreement, to promote the mobilization of financing for this project through development finance and export credit institutions, multilateral development banks, and private investors to assist in the rehabilitation and operation of the Congolese section of the Sakania-Lobito Corridor.
4. The Parties shall cooperate to promote the financing, rehabilitation, and operation of the Sakania-Lobito Corridor, including through public and private investment, to ensure full and open access for qualified operators from the Port of Lobito to Sakania and its future extensions. This open access regime should optimize freight capacity and efficiency and increase logistics capabilities to improve the overall competitiveness of the Sakania-Lobito Corridor and facilitate U.S.-DRC trade.
5. The DRC shall, in accordance with its laws and regulations, ensure that the operation and management of the DRC section of the Sakania-Lobito Corridor contributes to national economic development

objectives, promotes regional integration, facilitates open access for both DRC and international operators, and advances the objectives of this Agreement.

6. The Parties intend to cooperate to increase the competitiveness of the Sakania-Lobito Corridor, including by increasing the volume of critical minerals being exported from the DRC using the Sakania-Lobito Corridor under market conditions. To accomplish this, the DRC and its SOEs intend that, within five (5) years, at least fifty (50) percent of the volumes of copper, ninety (90) percent of the volumes of zinc concentrate, and thirty (30) percent of the volumes of cobalt that the DRC and its SOEs elect to commercialize pursuant to their equity and contractual marketing rights over production from certain partnerships, are exported from the DRC using the Sakania-Lobito Corridor. The JSC may evaluate and decide to modify these numbers, taking into account commercial and logistical developments, to include the competitiveness of the Sakania-Lobito Corridor.
7. The Parties shall consult on mutually beneficial arrangements for strategic imports into the DRC, including but not limited to inputs such as sulfur, energy materials, or processing reagents, taking into account logistics, safety, and market conditions. Such arrangements may include the use of the Sakania-Lobito Corridor or other alternative corridors identified by the DRC.
8. The United States reaffirms its intention to make the Sakania-Lobito Corridor project a success that benefits the Democratic Republic of the Congo and the Congolese people and enables long-term, private sector-led economic growth for the Democratic Republic of the Congo while opening new market opportunities for U.S. persons.

#### **ARTICLE X – GRAND INGA DAM**

1. The Parties recognize the strategic importance of the Grand Inga hydropower projects as transformative infrastructure for the Democratic Republic of the Congo and the wider region, essential to ensuring reliable and sustainable electricity supply for industrial operations, including mining, processing and refining activities, the development of agri-business, and the functioning of key transport and industrial corridors, including the Sakania-Lobito Corridor, and the improvement of living standards for the Congolese people.
2. The Parties intend to establish a Grand Inga Hydropower Project Coordination and Governance Committee to advance Inga-related projects and promote opportunities for U.S. persons and aligned persons.
  - a. Through this Committee, the Parties shall coordinate, as appropriate and consistent with their laws and policies, to mobilize capital for the financing of the Grand Inga hydropower projects, including

from development finance and export credit institutions, international financial institutions, multilateral development banks, the private sector and other international partners consistent with the objectives of this Agreement.

- b. This Committee shall include equal representation from both the United States and the DRC. Additional representatives may be added by mutual consent in accordance with the objectives of this Agreement.
- c. The Committee is expected to engage with the private sector and civil society as appropriate.

#### **ARTICLE XI – STRATEGIC MINERALS RESERVE AND OFFTAKE AGREEMENTS**

1. The Parties recognize the strategic importance of securing reliable, transparent, and mutually beneficial access to critical minerals in support of their shared industrialization, supply chain, and national security objectives. To this end, the Parties shall explore the establishment of a coordinated Strategic Minerals Reserve (SMR) located in the Democratic Republic of the Congo. The SMR is intended to:
  - a. Ensure predictable and durable supply of critical minerals, including cobalt, for the United States;
  - b. Enhance the DRC's capacity for domestic resource management, value stabilization, local beneficiation, industrialization, and job creation; and
  - c. Promote resilience and fair market-based approaches within global supply chains.
2. The DRC and its SOEs intend to utilize their equity and contractual marketing rights relating to critical mineral production to provide access to offtake for U.S. persons and aligned persons and for use by the U.S. market.
  - a. To accomplish this the DRC and its SOEs shall include a right of first offer on marketed critical minerals destined for export originating from SAR Projects and QSPs, to U.S. persons and aligned persons on commercially comparable terms that guarantee such minerals shall be directed for use by the U.S. market.
  - b. Where appropriate, this offtake should be exported using the Sakania-Lobito Corridor. Subject to the availability of funds, the United States may provide targeted technical support or assistance to facilitate this access.

## ARTICLE XII – FISCAL, TAX, AND REGULATORY FRAMEWORK

1. The Parties recognize that the United States may consider investment in SAR Projects and QSPs, subject to applicable DRC and U.S. laws, regulations, and applicable processes and procedures. Nothing in this Agreement shall modify or derogate from a Party's right or obligations under any other international agreement between the Parties.
2. While the Parties agree that the legal and fiscal regime of the Mining Code, and other applicable DRC laws, shall constitute the sole and exhaustive DRC domestic legal framework governing SAR Projects and QSPs, the DRC intends to establish preferential fiscal, tax, and regulatory incentives for U.S. persons and aligned persons investing in SAR Projects and QSPs, where such projects are located in specific areas in accordance with Annex 1.
  - a. The Democratic Republic of the Congo commits to amend, within twelve (12) months from the entry into force of this Agreement, Law No. 13/005 of 11 February 2014 on the fiscal, customs, parafiscal, non-tax revenue and foreign exchange regime applicable to collaboration agreements and cooperation projects, and to undertake any legislative and constitutional reforms within a maximum period of twelve (12) months in order to align its legal framework with the relevant provisions of this Agreement. This shall include:
    - i. A renewable fiscal stabilization clause for an initial period of ten (10) years;
    - ii. Introduction of a binding 90-day VAT reimbursement period;
    - iii. Offset mechanisms allowing overpaid VAT to be credited against other tax obligations;
    - iv. Simplified documentation procedures for VAT reimbursement claims;
    - v. Access to a *guichet unique* for completing all necessary administrative, fiscal, customs, and regulatory procedures in one centralized location; and
    - vi. Establishment of a centralized tax authority responsible for all corporate tax interactions with investors in the mining industry.
  - b. The DRC intends to enter discussions with all QSP owners around centralized taxation payment to ensure transparency, predictability, and efficient administration of fiscal obligations.
3. The DRC shall develop additional incentives for SAR Projects and QSPs based upon the objectives of this Agreement and may adapt the specific incentives on a case-by-case basis. In adapting this framework, the DRC may consider the project's contribution to the long-term development of the

Democratic Republic of the Congo and the project's strategic importance to furthering the objectives of this Agreement.

- a. Any such incentives shall be granted in accordance with the laws of the Democratic Republic of the Congo, including any parliamentary approval process where applicable, in a timeframe as expedited as possible.
  - b. The DRC shall inform the JSC of the additional incentives it intends to provide to each SAR project and QSP within three (3) months of accepting a SAR Project proposal and within twelve (12) months of designation of a QSP.
4. Within twelve (12) months after the entry into force of this Agreement, and annually thereafter, the JSC shall review the enactment of these incentives for SAR Projects and QSPs under Law No. 13/005 of 11 February 2014 and may recommend adjustments for consideration by both Parties to ensure the objectives of this Agreement are being furthered; any modification to the incentives set forth in paragraphs 2 and 3 of this Article require formal adoption into the laws of the Democratic Republic of the Congo.
  5. To ensure transparency and alignment with shared economic and strategic interests under this Agreement, the DRC, through the Autorité de Régulation et de Contrôle des Marchés des Substances Minérales Stratégiques (ARECOMS), shall notify the United States of any changes related to cobalt export quotas or bans by the DRC. Such notifications shall be for purposes of consultation and dialogue within the JSC, with due regard for the sovereign right of the DRC to determine its export policy. Additionally, the DRC intends to provide quarterly briefings to the U.S. Ambassador to the Democratic Republic of the Congo that outline the rationale, anticipated impacts, and implementation timelines for quota-related decisions. Members of the JSC may attend these briefings.

#### **ARTICLE XIII – STATE-OWNED ENTERPRISES**

1. The DRC shall undertake a review of the beneficial ownership and leadership structures of DRC SOEs in the mining sector in line with applicable DRC laws and oversight mechanisms and may share relevant information with the JSC and the Office of the United States Trade Representative (USTR) for purposes of dialogue and cooperation in accordance with the objectives of this Agreement.
2. The DRC shall endeavor to provide the JSC and USTR with general information on DRC SOE minority and majority stakes in mining projects, consistent with applicable confidentiality obligations, commercial sensitivity, and national strategic considerations.

3. The DRC shall endeavor to use DRC SOEs' minority ownership of mining assets to facilitate investment opportunities for U.S. persons and aligned persons.

#### **ARTICLE XIV– TECHNICAL ASSISTANCE AND GOVERNANCE SUPPORT**

1. The United States intends to provide technical assistance for the DRC in the following areas, in support of the shared objectives of this Agreement and in consultation with the DRC:
  - a. Promoting long-term development of the mining sector in the Democratic Republic of the Congo;
  - b. Expanding the Democratic Republic of the Congo's processing and refining capacity, with emphasis on local value addition;
  - c. Supporting legislative and regulatory initiatives identified in conjunction with the DRC to further enhance the Democratic Republic of the Congo's business environment;
  - d. Improving governance of the Democratic Republic of the Congo's mineral sector through regulatory reform;
  - e. Training and assistance to enhance regulatory enforcement and improve the ability of tax, customs and border officials to identify and interdict illicit goods;
  - f. Evaluating existing mineral resource data in the Democratic Republic of the Congo and the Royal Museum for Central Africa, as available, to assess critical mineral exploration priorities, including potentially through reconnaissance work to identify and de-risk investment prospects for potential inclusion as part of the SAR as well as industry expert evaluation to identify mine tailings resource potential; and
  - g. Supporting regional development initiatives in conflict-affected or remote resource-rich areas to strengthen state presence and improve socio-economic resilience.
2. The Parties shall seek to identify ways to increase cooperative opportunities between U.S. universities and educational institutions and DRC universities and educational institutions as a way to increase scientific and technical capacity and skill transfer.
3. The United States intends to build DRC institutional capacity through the facilitation of internships and job-shadowing opportunities with U.S. mining companies, engagement with U.S. state-level mining expertise directly related to mineral resource management and oversight, and building of local expertise in global mining industry challenges and how DRC fits into that context.



4. The DRC shall prioritize judicial reforms aimed at increasing the capacity and reliability of judicial institutions to support a predictable investment climate and reduce corruption in the judiciary, in accordance with its ongoing national reform agenda.
5. The United States intends, consistent with its laws and policies, to mobilize financing through U.S. development finance and export credit institutions, and to encourage multilateral development banks and other international partners to support transformative projects identified under, or designed to advance the objectives of, this Agreement. These projects may include, but are not limited to:
  - a. The development and construction of greenfield mines and unlicensed exploration areas that involve U.S. persons or aligned persons, aim to secure offtake for use by the U.S. market, and also contribute to the economic development of the Democratic Republic of the Congo;
  - b. Acquisition, expansion, or improvement of brownfield mining projects that involve U.S. persons or aligned persons, aim to secure offtake for use by the U.S. market, and also contribute to the economic development of the Democratic Republic of the Congo; and
  - c. Transportation, energy, or other infrastructure projects that aim to strengthen economic growth, mining activities, and industrialization in the Democratic Republic of the Congo and that involve U.S. persons or aligned persons.

#### **ARTICLE XV – ARTISANAL AND SMALL-SCALE MINING POLICY**

1. The Parties shall explore appropriate avenues to support the successful formalization or standardization of artisanal and small-scale mining (ASM) activities, where appropriate, in partnership with the Entreprise Générale de Cobalt and other relevant DRC institutions.
2. The Parties shall endeavor to:
  - a. Identify ASM sites in strategic critical mineral zones in the Democratic Republic of the Congo suitable for formalization efforts on a pilot program basis, taking into account the local communities;
  - b. Facilitate the establishment of traceable supply chains through cooperatives, certified traders, and monitored trading centers, while promoting fair market access for ASM operators in the Democratic Republic of the Congo;
  - c. Support provision of technical assistance and financial inclusion for ASM formalization efforts, subject to the availability of funds; and

- d. Encourage third parties and investors that formalize ASM and capture ASM-produced materials to adhere to the rule of law; support full supply chain transparency, due diligence, and traceability; and adhere to internationally recognized standards to ensure responsible mining and sourcing.
3. The DRC shall explore partnerships with U.S. persons and aligned persons to ensure that the sourcing of critical minerals from the Democratic Republic of the Congo adheres to international and regional standards.
4. The Parties intend to cooperate on the initiatives identified above with the aim of ensuring that ASM formalization contributes not only to improved livelihoods, financial inclusion, and social protection of ASM communities, but also to traceability and responsible sourcing.

#### **ARTICLE XVI – INTERPRETATION**

1. Except as otherwise provided in this Agreement, any questions regarding interpretation or application of this Agreement shall be the subject of consultation between the Parties.
2. Nothing set forth in this Agreement shall be interpreted in such a way that commits or obligates the disbursement or allocation of funds by the Parties. The implementation of this Agreement shall be subject to the availability of funds.

#### **ARTICLE XVII- BUSINESS CONFIDENTIAL INFORMATION**

All information, documents, and materials disclosed or shared in connection with this Agreement (including those provided to or by the JSC) shall be treated as business confidential in accordance with the applicable laws and regulations of each Party. Except as required by applicable law, information, documents, and materials shared under this Agreement shall not be disclosed by the receiving Party to third parties without the written consent of the other Party.

#### **ARTICLE XVIII – TECHNICAL PROVISIONS**

1. This Agreement shall enter into force upon signature of both Parties.
2. This Agreement may be amended by mutual written agreement of the Parties.
3. The Parties shall conduct a joint review of implementation of this Agreement through the JSC every three (3) years following its entry into force.
4. This Agreement may be terminated by either Party by written notification to the other Party. Termination of this Agreement shall take effect five years from the date of such written notification.

- 5. All Annexes to this Agreement shall be considered an integral part of this Agreement.
- 6. Nothing in this Agreement shall be construed as preventing either Party from entering into strategic partnerships with other countries or with regional or international organizations, including with respect to mineral supply chains or in support of shared industrialization objectives.

Done at [CITY], this [DAY] day of [MONTH] 2025, in duplicate, in the English and French languages.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

FOR THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF THE CONGO

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[NAME, TITLE]

[NAME, TITLE]

## **ANNEX 1: ELIGIBILITY CRITERIA FOR QUALIFYING STRATEGIC PROJECTS**

All QSPs should advance the objectives of this Agreement and the national security interests of the Parties. A project must meet all of the criteria described in this Annex to constitute a QSP, unless otherwise explicitly stated.

### **1. Ownership and Control:**

- a. A project must satisfy one of the following ownership conditions:
  - i. At least 51 percent equity ownership in the project or the project holding company is held, directly or indirectly, by a U.S. person or U.S. persons; or
  - ii. At least 40 percent equity ownership is held by one or more U.S. persons or aligned persons, and U.S. persons or aligned persons also hold effective control over project governance, defined as:
    - a. Majority of board seats or veto rights over strategic decisions; or
    - b. Guaranteed rights to critical mineral offtake, if applicable.
- b. In addition to the ownership conditions described in Section 1(a) of this Annex, no more than 40 percent of the equity of the project may be held, directly or indirectly, by an entity or individual that does not fall into the definition of U.S. person or aligned person. Five years after the date of entry into force of this Agreement, this number shall be reduced to 30 percent. Ten years after the date of entry into force of this Agreement, this number shall be reduced to 20 percent. Twenty years after the date of entry into force of this Agreement, this number shall be reduced to 10 percent.
- c. Notwithstanding paragraph 1(b) of this Annex, the Parties may determine that projects evaluated during that calendar year may involve a higher percentage of ownership held by a non-aligned person.

### **2. Offtake Requirements: A project must meet both of the following criteria:**

- a. It meets the offtake guidelines for SAR Projects, once developed by the JSC as set out in Article VI(9)(d), or it is otherwise demonstrated to the satisfaction of the JSC how offtake would further the objectives of this Agreement; and
- b. It shall be designed such that critical mineral offtake exported from the project is transported using the Sakania-Lobito Corridor rail infrastructure where geographically feasible.

3. Project Type and Technical Scope-The project must fall into one or more of the following categories and shall comply with all applicable DRC law:
  - a. Greenfield exploration, expansion or development of mining of critical minerals;
  - b. Brownfield exploration, expansion or development of existing critical mineral assets;
  - c. Downstream beneficiation of Democratic Republic of the Congo-origin critical minerals;
  - d. Infrastructure projects (e.g., rail, energy, water, other logistics systems) that are integral to the success of a qualifying mining or beneficiation project; or
  - e. Tailings reprocessing or recycling that contributes to critical mineral supply security.
4. Specific Areas: The project must fall within one or more of the following categories, which reflect priority zones or strategic development objectives identified by the Parties:
  - a. Projects located in geographically remote, landlocked, or otherwise hard-to-access regions where infrastructure constraints significantly increase project development costs or risks, and where investment would materially improve regional connectivity and economic integration;
  - b. Projects situated in regions identified by the DRC as post-conflict, fragile, or affected by instability, where responsible investment would contribute to stabilization, security, and socio-economic recovery;
  - c. Projects involving the construction, expansion, or upgrading of refining, smelting, hydrometallurgical, or other mineral-processing facilities aimed at strengthening in country value addition and enhancing the resilience of critical mineral supply chains;
  - d. Projects that constitute greenfield development.

## **ANNEX 2: DEFINITIONS**

For purposes of this Agreement:

1. Except as otherwise specified in this paragraph, “U.S. person” means:
  - a. A U.S. national;
  - b. An entity organized under the laws of the United States of America;
  - c. An entity that is owned, directly or indirectly, 50 percent or more by a U.S. national or nationals; or
  - d. An entity that has partial U.S. government ownership of 5 percent or more or has received more than 25 percent of its debt financing for a project from a U.S. government agency.
  - e. The following are excluded from the definition of “U.S. person”:
    - i. An entity organized under the laws of a covered nation;
    - ii. An entity that is owned, directly or indirectly, one third or more by a national or nationals of, and/or an entity or entities organized under the laws of, a covered nation;
    - iii. An entity in which nationals from covered nations hold the position of chief executive officer or its equivalent; have the right to appoint or remove one third or more of its board of directors or equivalent governing body; or have the ability to decide or direct the vote of its board of directors or equivalent governing body either through majority representation or special voting or decision-making arrangements; and
    - iv. An individual or entity blocked pursuant to sanctions implemented by the U.S. Department of the Treasury’s Office of Foreign Assets Control.
2. Except as otherwise specified in this paragraph, “aligned person” means a non-U.S. person that is not:
  - a. A national of a covered nation;
  - b. An entity organized under the laws of a covered nation;
  - c. An entity that is owned, directly or indirectly, one third or more by a national or nationals of, and/or an entity or entities organized under the laws of, a covered nation;
  - d. An entity in which nationals from covered nations hold the position of chief executive officer or its equivalent; have the right to appoint or remove one third or more of its board of directors or

equivalent governing body; or have the ability to decide or direct the vote of its board of directors or equivalent governing body; or

- e. An individual or entity blocked pursuant to sanctions implemented by the U.S. Department of the Treasury's Office of Foreign Assets Control.
3. "Covered nation" means any covered nation as set forth under 10 U.S.C. § 4872(f)(2) as of the date of entry into force of this Agreement. Countries may be added to or removed from this definition for purposes of this Agreement by mutual written consent of the Parties, taking into consideration national security and supply chain objectives of this Agreement.
  4. "Greenfield" means a mining development undertaken on a site where no prior mining activities have occurred.
  5. "Brownfield" means mining exploration, development or expansion conducted on or adjacent to a site with existing or previously operating mining infrastructure or where prior mineral exploration, extraction, processing or related industrial activity has occurred.
  6. "Beneficiation" means the various processes by which mined ore is prepared for further downstream processing, including improving grade, recovery, and physical form as well as refining for needs of end user.
  7. "State-owned enterprise" or "SOE" refers to an entity (a) a majority of whose shares or other ownership interest is owned by a state or political subdivision thereof or (b) under the control of a state or political subdivision thereof.
  8. "Artisanal and small-scale mining" or "ASM" means mining activities carried out by individuals, groups, or legal entities using non-industrial, artisanal, or semi-industrial methods, including: (a) the extraction and concentration of mineral substances by artisanal operators within areas specifically authorized for that purpose, using simple tools and traditional techniques; and (b) small-scale mining operations conducted by legally established entities on a permanent basis, requiring limited fixed installations and employing semi-industrial or industrial processes after a deposit has been identified.
  9. "Critical minerals" means any minerals, materials or rare-earth elements identified as critical or strategic by the U.S. Geological Survey, the U.S. Department of Energy, or the U.S. Department of War, as well as those identified as strategic by the Democratic Republic of the Congo in accordance with its laws.

10. "Right of first offer" means the right granted to U.S. persons to make a good faith offer to develop a SAR project before aligned persons or non-aligned persons are able to do so.
11. "Offtake" means the portion of mining products from a project that are designated for sale or delivery to one or more buyers under commercial arrangements.
12. "Offtake agreement" means a binding agreement for the purchase and sale of specified quantities of mining products over a defined period.
13. "SNCC rail line" means the rail line from Dilolo to Sakania that is run by Société Nationale des Chemins de Fer du Congo (SNCC) and is part of the Lobito Corridor.
14. "Guichet Unique" means the Agence Nationale pour la Promotion des Investissements (ANAPI), or any successor entity designated by the DRC, serving as a centralized office or platform where all U.S. persons and aligned persons can complete all the administrative, fiscal, customs, and regulatory procedures required to invest in the DRC in one place on an expedited basis.
15. "Mining Products" means any marketable mineral substance, lawfully extracted through artisanal, semi-industrial, or industrial operations, or any product processed in concentration, metallurgical extraction, or treatment plants as defined and regulated under DRC Interministerial Order No. 009/VPM/CAB.MIN/ECO.NAT/2023, No. 00137/CAB.MIN /MINES/01/2023, and No.010/CAB.MIN/COM.EXT/2023 of 4 August 2023 governing the regulation of commercialization, exportation, and the nomenclature of marketable mining products.