



**COOPERATION AGREEMENT**

**BETWEEN**

**THE GOVERNMENT OF THE  
FEDERAL REPUBLIC OF NIGERIA**

**AND**

**THE INTERNATIONAL ORGANISATION  
FOR SUSTAINABLE DEVELOPMENT  
(IOSD)**



**THIS AGREEMENT** is made BETWEEN the **GOVERNMENT OF THE FEDERAL REPUBLIC OF NIGERIA** represented by the Honourable Minister/Deputy Chairman, National Planning Commission, Presidency, Abuja. (hereinafter referred to as the "**GOVERNMENT**") of the ONE PART

**AND**

**THE INTERNATIONAL ORGANISATION FOR SUSTAINABLE DEVELOPMENT (IOSD)** being its affiliated institute with offices in Washington DC, Brussels and Karachi (hereinafter referred to as "**IOSD**") of the **OTHER PART**.

**WHEREAS:**

1. **IOSD** is a philanthropic and non-profit making international organization engaged in community development activities with particular interest in voter education, Transparent Electoral conduct advocacy, capacity building and utilization.
2. **IOSD** will engage in Election Monitoring and Election Observers, focusing mainly on Government Education and comprehensive socio – economic development
3. **IOSD** offers a perspective on Sustainable development, Education and Bioethics in a global manner that reflects the traditional, political, economical and social values of its participating parties.



4. The Government agrees to accept the assistance, collaborate and cooperate with the IOSD in the implementation of its activities/objectives in Nigeria.
5. IOSD is also desirous of establishing and maintaining an office in Nigeria to enable and facilitate its activities and the Government has agreed to the establishment of such an office.

**NOW THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS**

**ARTICLE I**

**FIELD OF ASSISTANCE**

- 1.1 IOSD may in accordance with its policies, resources and programme, guidelines and considering IOSD and the GOVERNMENT's mutual interest in Nigeria's development process, agree on broad priority areas with the GOVERNMENT through the NATIONAL PLANNING COMMISSION with a view to providing assistance in the field of capacity building, education, sustainable development, general Consultancy and electoral assistance.



## ARTICLE II FORMS OF ASSISTANCE

IOSD has agreed to provide the following forms of assistance:

- 2.1. Facilitate the creation of cooperative networks and economic development programs involving financial institutions, energy producers, private enterprises, universities, governmental bodies and other concerned parties;
- 2.2. Promote economic development and educational access in development regions;
- 2.3. Broaden the understanding of the field of sustainable economic development and to promote the implementation and dissemination of norms, rules and guidelines that apply to this field;
- 2.4. Foster dialogue, mutual understanding and peaceful coexistence between Muslim and Christian communities.

## ARTICLE III IOSD - OFFICE IN NIGERIA

- 3.1 IOSD shall establish a suitable branch office in Nigeria with the approval of "GOVERNMENT" headed by its Head of Mission (HOM) duly authorized by IOSD to implement this Agreement. The Representative shall be assisted by other staff who may be Nigerians and foreign nationals but who shall be acceptable to the Government. Its HOM may establish contacts with Government Agencies and other organizations with the prior approval of Government through the National Planning



Commission. Available positions in its Nigerian office will be advertised and Nigerians with requisite qualifications shall be employed

- 3.2 IOSD shall bear its office expenses, salaries and transportation inside and outside Nigeria, housing for its Nigerian and non-Nigerian personnel, and their families.
- 3.3 Reference throughout this Agreement to IOSD "Personnel" means reference to persons engaged by IOSD as staff or consultants.

#### ARTICLE IV REPORTING SYSTEM

- 4.3. IOSD shall forward its annual work plans to the National Planning Commission in the first month of each operating year, as well as render bi-annual report of its programmes and activities to the Government through the National Planning Commission at the end of June and December of every operating year. Failure to comply would render the agreement not renewable.
- 4.2. IOSD shall at all time provide additional information regarding its activities, operations of programmes as may be requested by Government from time to time through the National Planning Commission.
- 4.3. A joint annual evaluation and monitoring of IOSD's activities shall be done once in a year by the Department(s) responsible for the registration of non-governmental organizations in the National Planning Commission.



**ARTICLE V**  
**PRIVILEGES AND IMMUNITIES OF**  
**IOSD AND IT'S PERSONNEL**

- 5.1 Subject to the Laws of the **GOVERNMENT** and approval by the appropriate Agency of **GOVERNMENT**, IOSD shall be exempted from customs duties, VAT and other taxes imposed on vehicles, and equipment imported to be used for the implementation of its projects and programmes. If the title to such articles is transferred to a party who is not exempted from duties and taxes, that party shall pay the relevant duties and taxes applicable at the time of transfer.
- 5.2. Subject to the laws of the **GOVERNMENT** and approval by the appropriate Government Agency, Non-Nigerian, IOSD's per sonnel not more than 3 and their families shall be exempted from customs duties, and taxes on household effects, and clothing imported for their own use. If the title to such articles is transferred to a party who is not exempted from customs duties and taxes, that party shall pay the relevant duties and taxes applicable at the time of transfer. Where the project admits more personnel, approval of the Honourable Minister must be sought for and obtained.
- 5.3. Subject to approval by the appropriate **GOVERNMENT** department the IOSD's non-Nigerian personnel and their families shall be exempted from National Service obligations, expatriates quotas and conditions relating to the registration of aliens, entry visas, residence permits, business/work permits and other immigration restrictions other than nominal fees and



shall be provided with residence and multiple entry permits after due compliance with the relevant statutory requirements.

- 5.4. Subject to approval by the relevant tax authority of the **GOVERNMENT**, IOSD's Non-Nigerian personnel shall be exempted from taxes on income derived from Non- Nigerian sources.
- 5.5. Subject to the Laws of the **Government**, IOSD shall be entitled to free movement of its personnel, whether within or outside the country, to the extent necessary for proper execution of its projects.
- 5.6. Subject to the laws of Nigeria and approval by the appropriate government Agency, IOSD shall be granted any permit necessary for the importation of equipment, material and supplies in connection with its operations and for their subsequent exportation.
- 5.7. Any change in programe of the project which will materially affect the object of the programe would require the approval of the Honourable Minister for National Planning Commission.

#### ARTICLE VI

#### GOVERNMENT OBLIGATIONS

- 6.1. The Government shall, through the National Planning Commission, take appropriate steps to have this Agreement implemented by other Government agencies and Ministries.
- 6.2. The Government shall facilitate the repatriation of IOSD non-Nigerian personnel, experts/consultants and their families during war, civil strife and allied hostilities.



- 6.3. To facilitate the issuance of the necessary residence or entry permits to IOSD's non- Nigerian personnel, technical experts and their families and ensure exemption from expatriate quotas.
- 6.4. To allow the registration of IOSD vehicles with local licensing authorities.
- 6.5. To offer counterpart officers if requested by IOSD to work with IOSD staff and experts working on agreed projects.

**ARTICLE VII**  
**IOSD'S OBLIGATIONS**

- 7.1. **IOSD** shall ensure that all short-term and long term volunteer experts brought into Nigeria by IOSD refrain from any matter relating to the political, social or religious affairs of the Country.
- 7.2. **IOSD** shall ensure that all short-term volunteer experts respect the same office hours and holidays followed by the department or organization they serve.
- 7.3. **IOSD** shall pay for all transport to and from the Nigerian International port of arrival and departure for all short-term volunteer experts.
- 7.4. **IOSD** will pay the allowances of all short-term volunteer experts as provided for in the Agreement between ICYE and the volunteer experts.



## **ARTICLE VIII**

### **EFFECTIVE DATE AND DURATION OF AGREEMENT**

- 8.1. This Agreement shall come into force and implemented from the date which it is signed by both parties.
- 8.2. This Agreement shall remain in force for a period of three years subject to renewal for similar periods unless terminated by either of the parties by serving six (6) months prior written notice on the other.
- 8.3. At the expiration or termination of this Agreement its provisions shall continue to govern any unexpired and existing obligations or projects commenced hereunder. Such obligations or projects shall be carried on to completion.
- 8.4. This condition precedent to the renewal of this Agreement shall be full compliance with all prescribed conditions in the Agreement.
- 8.5. Nothing herein shall affect the Government's right to terminate the Agreement, without prior notice, should IOSD or its personnel be involved in the political and cultural affairs of the country or in any religious activity that may endanger Nigeria's society.

## **ARTICLE IX**

### **AMENDMENT AND REVISION**

- 9.1. Amendment or revision of this Agreement shall be made in writing and shall come into force after approval by both parties.



**ARTICLE X**  
**DISPUTE AND ARBITRATION**

- 10.1. In the event of dispute arising in relation to the interpretation and/or implementation of this Agreement, there shall be mutual consultations between the parties with a view to securing an amicable resolution.
- 10.2. Any dispute or difference between the parties arising out of or in respect of this Agreement which cannot be mutually settled shall be referred to Arbitration as provided in the ARBITRATION & CONCILIATION ACT, Laws of the Federation of Nigeria, 2004.

**ARTICLE XI**  
**LIABILITY**

- 11.1 ICYE shall make all necessary arrangements to cover personal liabilities incurred in Nigeria by its personnel while acting in their official capacity.

**ARTICLE XII**  
**APPLICABLE LAW**

- 12.1 This Agreement shall be construed in English and shall be governed by the Laws of the Federal Republic of Nigeria.



**ARTICLE XII**  
**FORCE MAJEURE**

- 12.1 Neither party shall have responsibility or liability with respect to any failure or delay in the performance of any term or condition of this agreement where such failure or delay in performance is due in whole or in part to "Force Majeure" i.e. any occurrence which is unforeseeable, unavoidable or beyond either party's reasonable control, including but not by way of limitation, acts of God, flood, fire strikes or labour disturbances, acts of war or sabotage, insurrection, riot or civil disorder, or any order, act, law or regulations of any executive, legislative, judicial or administrative body which may impede or prevent the parts performance of this agreement.
- 13.2 In the event of the aforementioned occurrences, this agreement shall be suspended until the incidence of such "Force Majeure" has ceased, and the time for performance extended for an adequate period; provided however that in the event such Force Majeure shall exceed sixty (60) working days, the parties shall consult in order to determine mutually acceptable steps to be taken to achieve the purpose of this agreement.



IN WITNESS WHEREOF the undersigned, being each of them duly authorized, have signed the present Agreement in two originals each in the English language, both texts being equally authentic.

Done at ABUJA, this ..... 12<sup>th</sup> ..... day of ..... APRIL ..... 2011

DR SHAMSUDEEN USMAN  
HONOURABLE MINISTER  
NATIONAL PLANNING  
COMMISSION

FOR AND ON BEHALF OF THE  
FEDERAL REPUBLIC OF NIGERIA

TIMOTHY IHEMADU  
HEAD OF MISSION (NIGERIA)

FOR AND ON BEHALF OF  
IOSD