

No. 7931

**NETHERLANDS
and
NIGERIA**

**Agreement concerning the development of the Faculty of
Engineering in the University of Nigeria, Nsukka.
Signed at Lagos, on 4 December 1964**

Official text: English.

Registered by the Netherlands on 21 September 1965.

**PAYS-BAS
et
NIGÉRIA**

**Accord relatif à l'établissement de la Faculté des sciences
appliquées de l'Université de Nigéria, à Nsukka. Signé
à Lagos, le 4 décembre 1964**

Texte officiel anglais.

Enregistré par les Pays-Bas le 21 septembre 1965.

No. 7931. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE KINGDOM OF THE NETHERLANDS AND THE GOVERNMENT OF THE FEDERAL REPUBLIC OF NIGERIA CONCERNING THE DEVELOPMENT OF THE FACULTY OF ENGINEERING IN THE UNIVERSITY OF NIGERIA, NSUKKA. SIGNED AT LAGOS, ON 4 DECEMBER 1964

The Government of the Kingdom of the Netherlands and the Government of the Federal Republic of Nigeria ;

Desirous of strengthening the ties of friendship existing between their nations and of promoting the good relations between their countries generally ;

Recognizing the importance of aid in higher education ;

Have agreed as follows :

Article I

1. The two Governments shall collaborate in the development of the Faculty of Engineering, especially its departments of Civil Mechanical and Electrical Engineering, in the University of Nigeria, Nsukka (UNN).

2. The Netherlands Government shall contribute towards the management and operation of the Faculty of Engineering, by making available at its own expense expert assistance, fellowships and equipment during a period of three years. The Government of the Federal Republic of Nigeria shall, during the said period of three years and thereafter, assure the continuity of the courses.

Article II

The form of collaboration between the two Governments in the development and operation of the Faculty of Engineering shall be defined and specified by an administrative agreement, hereinafter referred to as the Plan of Operations, to be concluded between their respective competent authorities.

¹ In accordance with article VI, the Agreement was applied provisionally from 4 December 1964, and entered into force on 6 May 1965, the date of an exchange of notes confirming that the Agreement had been approved in accordance with the respective constitutional procedures of the two Governments.

Article III

1. The Government of the Federal Republic of Nigeria shall make provisions for the clearance and temporary storage in the port of arrival in Nigeria and transportation from there to the University of Nigeria, Nsukka of the equipment and other goods required in connection with the project, that are made available by the Netherlands Government.

2. The cost of clearance, storage and transportation from the port of arrival in Nigeria and insurance, import and export duties and any other taxes payable in in Nigeria in respect of the equipment and other goods made available by the Netherlands Government and required in connection with the project, shall be borne by the Government of the Federal Republic of Nigeria.

Article IV

1. Experts made available by the Government of the Kingdom of the Netherlands for advisory or executive functions in Nigeria in pursuance of this Agreement shall be accorded *first arrival privilege*, that is, exemption from all taxes or duties imposed upon, or by reason of, importation of articles intended for the personal use of the person enjoying these privileges, or for the use of the family of such a person. These articles, which include a motor vehicle and an air conditioner but not drinks or tobacco must accompany the expert or be imported within three months of his arrival.

2. The Netherlands experts shall be exempt from payment of Nigerian taxes and other legal deductions and duties on the salaries and allowances that are paid to them from non-Nigerian sources during their assignment to the project.

Article V

The Government of the Federal Republic of Nigeria shall indemnify and hold harmless the Government of the Kingdom of the Netherlands and their experts, agents or employees against any and all liability suits, actions, claims, damages, special and general arising as a result of death or injuries to persons or property or any other losses resulting from or connected with any act or omission performed in the course of operations covered by this Agreement and the Plan of Operations, except when such claims or liabilities arise from gross negligence or wilful misconduct on the part of such experts, agents, or employees.

Article VI

1. This Agreement shall come into force on the day of the exchange of Notes confirming that it has been approved in accordance with the respective constitutional

procedures of the two Governments and shall remain valid for a period of three years ; and thereafter the Agreement may be renewed for a further period to be mutually agreed.

2. If the present Agreement is terminated at the expiration of the initial period of three years or if it terminates after any further extension, its provisions shall continue to apply to the existing and uncompleted project for a maximum period of six months.

3. Notwithstanding the provisions of paragraph 1 of this Article this Agreement shall be applied provisionally as from the date of signature.

IN WITNESS WHEREOF the undersigned, duly authorised thereto, have signed the present Agreement.

DONE at Lagos this 4th day of December 1964, in the English language, in two originals.

For the Government
of the Kingdom of the Netherlands :
(Signed) M. J. ROSENBERG POLAK
Ambassador

For the Government
of the Federal Republic of Nigeria :
(Signed) A. A. AYIDA
Permanent Secretary
Ministry of Economic Development