

**No. 17303**

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**UNITED STATES OF AMERICA  
and  
NIGERIA**

**Memorandum of Understanding relating to technical co-  
operation in studies for urban planning in the desig-  
nated capital territory area. Signed on 4 February 1977**

*Authentic text: English.*

*Registered by the United States of America on 24 November 1978.*

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**ÉTATS-UNIS D'AMÉRIQUE  
et  
NIGÉRIA**

**Mémoire d'accord relatif à une coopération technique  
pour des études d'urbanisme portant sur la zone choisie  
comme territoire de la capitale. Signé le 4 février 1977**

*Texte authentique : anglais.*

*Enregistré par les États-Unis d'Amérique le 24 novembre 1978.*

MEMORANDUM OF UNDERSTANDING<sup>1</sup> BETWEEN THE FEDERAL CAPITAL DEVELOPMENT AUTHORITY, FEDERAL REPUBLIC OF NIGERIA, AND U.S. GEOLOGICAL SURVEY, DEPARTMENT OF THE INTERIOR, GOVERNMENT OF THE UNITED STATES

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*Article 1. SCOPE AND OBJECTIVES OF AGREEMENT*

In order to provide a mechanism for technical cooperation in geological, water resources, land-use and related studies essential to sound and orderly urban planning for the designated Capital Territory area, the Federal Capital Development Authority, Federal Republic of Nigeria (hereinafter referred to as the FCDA), and the U.S. Geological Survey, Department of the Interior, Government of the United States (hereinafter referred to as the USGS), have agreed to procedures for cooperation as defined in this Memorandum of Understanding (hereinafter referred to as Memorandum).

The purpose of the proposed cooperation is to augment and help strengthen the technical capabilities of the FCDA and other Nigerian agencies that may be associated with the FCDA in carrying out geological, water resources, land-use and related studies for the new Capital Territory. The cooperation is expected to include, but not be limited to, assistance in field and laboratory investigations, project design and planning, program coordination, and cartographic services; and may embrace, among others, the fields of geology, geophysics, water resources photogrammetry, preparation of maps and reports, and land-use investigations. The cooperation may also involve training in special techniques for Nigerian specialists in the facilities of the USGS as the need arises. For cooperation desired by the FCDA that extend(s) into subjects outside the scope of the USGS, the USGS may, with the concurrence of the FCDA, enlist the participation of other U.S. organizations.

The activities carried out under this Memorandum will depend on the funds and manpower available to the FCDA and the USGS.

*Article 2. PROJECT ACTIVITIES*

A variety of geological and geology-related projects, as well as supporting activities, may be carried out under this Memorandum. Though the need for cooperative projects under this Memorandum will continue for many years, the character of the studies will change from the more general (smaller map scale) in the first several years to the more specific (larger map scale) in later years; and the definition of later investigations will depend on information gathered in the earlier studies. Consequently, each project will be planned and budgeted in one-year increments; and succeeding increments will be based on previous results, including results of any contractual services that may be undertaken.

Project activities may include, but need not necessarily be limited to, assistance and advice in the following subjects:

1. Base map preparation, involving use of remote sensing data;

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<sup>1</sup> Came into force on 4 February 1977 by signature.

2. Geological investigations and resources appraisal;
3. Special-purpose studies of selected areas or problems as required to supplement the geologic and resource investigation;
4. Water resources investigations, including ground and surface water, to determine the availability of required water resources;
5. Participant training programs for Nigerian personnel in the U.S. identified in the course of joint project activities.

### *Article 3. PROCEDURES*

As soon as feasible after the signing of this Memorandum, representatives of the FCDA and the USGS will meet to plan projects for the ensuing 12-month period. These plans will be identified and tentatively scheduled in a Work Plan, which will become an addendum to this Memorandum when approved by both parties. Any subsequent changes that may become necessary in the Work Plan will be arranged through correspondence. Projects to be undertaken under the Work Plan will be defined in Project Implementation Plans which will include budgets showing the funds available for the projects. The activities covered by a specific Project Implementation Plan will be initiated upon final approval by both parties and in accordance with the schedule specified in the Project Implementation Plan.

Representatives of the two parties will meet as deemed desirable to review the progress of the cooperation, and once each year to prepare a new Work Plan for the following 12-month period.

### *Article 4. CAPITAL TERRITORY AREA*

The Capital Territory area is defined, for the purpose of this Memorandum of Understanding, as an area of about 7,000 square miles within North Western State and Benue-Plateau State in Central Nigeria which has been designated by the Government of Nigeria as the site of their new national Capital.

### *Article 5. GENERAL PROVISIONS*

The following General Provisions are an integral part of this Memorandum of Understanding.

## GENERAL PROVISIONS OF THE MEMORANDUM OF UNDERSTANDING

### *Article I. RESPONSIBILITY OF THE FEDERAL CAPITAL DEVELOPMENT AUTHORITY*

The FCDA will, either directly or through other Government of Nigeria agencies, provide support of the projects conducted by the USGS under Project Implementation Plans as cited below:

1.1. Designate a FCDA Program Coordinator. The FCDA Program Coordinator, working in concert with the USGS Program Coordinator, shall be responsible for the FCDA participation in the overall planning and coordination of the program carried out under this Memorandum.

1.2. Designate a FCDA Project Officer. The FCDA Project Officer, working in concert with the USGS Project Officer, shall be responsible for planning,

coordinating, and participating in the work to be performed under the specific Project Implementation Plan. This officer shall exercise the responsibility of the FCDA in support of the specific project and the coordination of activities with the USGS Project Officer and the Program Coordinators.

1.3. Provide all the technical and administrative support required in Nigeria for the execution of projects defined in specific Project Implementation Plans.

1.4. Provide duty-free entry and exit of equipment, materials, property and funds belonging to the USGS and its personnel that may be required temporarily for use on the project.

1.5. Provide services and facilities, when necessary, to obtain clearance for customs, driver's permits, work permits, exit and entry visas, and other services that may be needed to conduct the specific projects.

1.6. Provide transportation within Nigeria, including motor vehicles, aircraft, and such other transport as may be necessary in Nigeria for the conduct of the specific projects.

1.7. Arrange payment of all expenses of Nigerian personnel sent to the United States for consultation or training.

1.8. Indemnify the USGS for claims which the USGS may be legally obligated to pay and which may arise as a result of *a*) Nigerian personnel travelling in the United States under USGS auspices and/or *b*) USGS activities in Nigeria.

## *Article II. RESPONSIBILITIES OF THE SURVEY*

2.1. Designate a USGS Program Coordinator who, in concert with the FCDA Program Coordinator, shall be responsible for the USGS's participation in overall planning and coordination of the program carried out under this Memorandum.

2.2. Designate a USGS Project Officer. The USGS Project Officer, working in concert with the FCDA Project Officer, shall be responsible for the USGS's participation in planning, coordinating, and participating in the work to be performed under the Project Implementation Plans. This Officer shall exercise the responsibility of the USGS in support of the projects and the coordination of activities with the FCDA Project Officer and the USGS Program Coordinator.

2.3. Provide the services of USGS personnel as cited in specific Project Implementation Plans as may be executed under this Memorandum.

2.4. Provide available technical support to the projects as may be needed in order to achieve the objectives of the projects.

## *Article III. ADMINISTRATIVE ARRANGEMENTS GOVERNING USGS PERSONNEL*

3.1. Grades, salaries, and benefits of employees of the USGS under this Memorandum shall be determined by the USGS in accordance with applicable U.S. Government laws, regulations, and policies.

3.2. Provisions of the U.S. Standardized Regulations (Government Civilians, Foreign Areas) relative to differential, allowances, and per diem shall be applicable during the actual period of assignment of USGS personnel to projects under this Memorandum.

3.3. Travel of USGS personnel assigned to projects under this Memorandum shall be in accordance with applicable U.S. Government laws, regulations, and policies.

3.4. USGS personnel assigned to projects under this Memorandum shall be exempt from national or local Nigerian taxes (including but not limited to those on income, consumption, property, or for social security), duties, fees, levies, or other charges which may otherwise be payable.

3.5. USGS personnel assigned to projects under this Memorandum shall have the following rights:

- a. Immunity from legal process in respect to all acts performed by them in the conduct of projects;
- b. Immunity from Nigerian national service obligations;
- c. Immunity on all controls of currency held for personal use.

3.6. The USGS shall assign USGS personnel to the projects under this Memorandum in accordance with applicable laws, regulations, Executive Orders, and policies of the U.S.

#### *Article IV. TRAVEL OF NIGERIAN PERSONNEL TO THE UNITED STATES*

4.1. The FCDA shall provide the USGS, in advance, a completed biographical data form for each employee of the Nigerian Government assigned to duties in the United States in connection with this Memorandum. Also a description and schedule of training or work to be performed by each Nigerian shall be provided.

#### *Article V. FINANCIAL ARRANGEMENTS*

5.1. The financial arrangements for each project shall be set forth in the specific Project Implementation Plan.

#### *Article VI. MISCELLANEOUS CONDITIONS*

6.1. *Period of Memorandum of Understanding.* The Memorandum of Understanding shall enter into force on the day of final signing and shall cover a period of sixty (60) months, except as the period may be changed by mutual agreement. Any Project Implementation Plan approved before the expiration date of this Memorandum, but scheduled to terminate after its termination date, shall remain in force until the termination date of the Project Implementation Plan.

6.2. *Rights and obligations.* The rights and obligations of the USGS and the FCDA are strictly limited to the terms of this Memorandum.

6.3. *Force majeure.* If the USGS or FCDA is rendered unable because of *force majeure* to perform its responsibilities under this Memorandum of Understanding or the pertinent Project Implementation Plan, these responsibilities shall be suspended during the period of continuance of such inability. The term *force majeure* means acts of God, acts of the public enemy, war, civil disturbances, and other similar events not caused by nor within the control of the United States Government (or any of its agencies) or the Nigerian Government (or any of its agencies). During the period of suspension of performance caused by *force majeure*, the USGS may pay normal costs of maintaining project personnel in Nigeria. In the event of suspension of duties

because of *force majeure*, the USGS and FCDA shall consult and endeavor jointly to resolve any attendant difficulties.

6.4. *Applicable laws and jurisdiction.* The cooperation covered under this Memorandum shall be subject to the applicable laws and regulations of the Government of Nigeria and the United States of America.

6.5. *Reports and documents.* All reports and documents resulting from the conduct of projects will be disseminated in a manner mutually acceptable to the FCDA and the USGS. Classified information or data furnished by one party to which the other party is given access in order to carry out this program will not be released except with the concurrence of the party furnishing the information. Once declassified, this information and other information or data acquired by either party for use in this program will be kept from public access if requested by one party, and to the extent permitted by U.S. and Nigerian laws and regulations. To the maximum extent practicable, each party will release information only after prior consultation with the other party.

6.6. *Termination.* The FCDA or the USGS may terminate this Memorandum or any Project Implementation Plan in whole or in part at any time upon thirty (30) days' written notice of termination to the other party.

- a. In the event of such termination by the FCDA, it shall be liable to the USGS for the costs of equipment and materials on order that cannot be cancelled and for repatriation costs for a period necessary for USGS project personnel to depart from Nigeria and arrive at their official headquarters in the U.S. It is understood that the USGS will use its best efforts to minimize expenses and commitments from the date of receipt of any notice of termination.
- b. In the event of such termination by FCDA, the USGS shall complete any work and/or reports in progress pursuant to a specific Project Implementation Plan. The termination date shall be the date the work and/or reports are completed or the termination date specified in the specific Project Implementation Plan, whichever occurs first. The FCDA will not be responsible for any compensation for any period subsequent to the completion of this work and/or report.

6.7. *Amendments.* No changes in or modifications of this Memorandum shall be made except by mutual agreement, in writing, between the USGS and FCDA. The Project Implementation Plan, when approved by both the USGS and FCDA, shall be considered to be addenda to this Memorandum of Understanding.

6.8. *Notices.* Any notice given by any of the parties hereunder shall be sufficient only if in writing and delivered in person or sent by telegram or cable or registered mail, postage paid, addressed as follows:

To:

To: United States Department of the Interior  
Geological Survey  
National Center, MS-917  
Reston, Virginia 22092 U.S.A.

or to such other address as any of such addresses shall designate by notice given as herein required. Notices hereunder shall be effective when received.

6.9. *Resolution of difficulties.* FCDA and USGS shall consult, upon request of either party, regarding any matter relating to the terms of this Memorandum of Understanding and any Project Implementation Plan executed under this Memorandum of Understanding, and shall endeavor jointly in a spirit of cooperation and mutual trust to resolve any difficulties or misunderstandings that may arise.

The Federal Capital  
Development Authority,

Government of Nigeria:

U.S. Department of the Interior,

Geological Survey,  
United States of America:

*By:* [Signed — Signé]<sup>1</sup>  
*Title:* Executive Secretary  
*Date:* 4 February 1977

*By:* [Signed — Signé]<sup>2</sup>  
*Title:* Acting Director  
*Date:* 4 February 1977

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<sup>1</sup> Signed by I. J. Ebong — Signé par I. J. Ebong.

<sup>2</sup> Signed by J. R. Balsley — Signé par J. R. Balsley.