

No. 20865

---

**UNITED STATES OF AMERICA  
and  
NIGERIA**

**Agreement for the provision of technical services in the preparation of a comprehensive soil survey of Nigeria (with appendix). Signed at Lagos on 22 September 1980**

*Authentic text: English.*

*Registered by the United States of America on 1 March 1982.*

---

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

**Accord relatif à la fourniture de services techniques en vue de l'établissement d'un relevé global des sols au Nigéria (avec appendice). Signé à Lagos le 22 septembre 1980**

*Texte authentique : anglais.*

*Enregistré par les États-Unis d'Amérique le 1<sup>er</sup> mars 1982.*

## AGREEMENT<sup>1</sup> BETWEEN THE UNITED STATES DEPARTMENT OF AGRICULTURE AND THE NIGERIAN MINISTRY OF AGRICULTURE FOR THE PROVISION OF TECHNICAL SERVICES IN THE PREPARATION OF A COMPREHENSIVE SOIL SURVEY OF NIGERIA

1. **PURPOSE:** The purpose of this Agreement is to clarify the objectives, define areas of responsibility, determine costs, establish the financial management role and effect implementation, on an advance-of-funds basis, of the Comprehensive Soil Survey of Nigeria.

Pursuant to section 607 of the Foreign Assistance Act, the designated agency responsible for the financial management role of this Agreement for the U.S. implementation activities will be the United States Department of Agriculture, hereinafter referred to as USDA.

2. **OBJECTIVES:** To assist in the implementation of the Comprehensive Soil Survey of Nigeria, through the provision of the services of four technicians from the USDA National Cooperative Soil Survey.

3. **RESPONSIBILITIES:** To accomplish the above, the USDA and the Nigerian Ministry of Agriculture agree to accept the following responsibilities:

*a.* United States Department of Agriculture

- (1) To assume the financial management role of this Agreement.
- (2) To select and provide the services of the following four technicians:
  - 3 Soil Surveyors-Soil Correlators, 2 years each: 6 man-years
  - 1 Cartographer, 2 years: 2 man-years

These individuals are to be qualified to conduct fieldwork in conjunction with Nigerian technicians, in order to provide the skills for production of a Comprehensive Soil Survey of Nigeria.

*b.* Nigerian Ministry of Agriculture

- (1) To remit to the designated agency, USDA, in dollars, the costs of the subject technical assistance, the amounts of which are estimated in appendix A. Such payment is to be made on an annual basis in an amount mutually agreed upon, in advance of the services rendered. As an alternative, the Nigerian Ministry of Agriculture may arrange with a U. S. bank for the issuance of an irrevocable letter of credit authorizing payment to USDA in advance of anticipated needs provided that the terms and conditions of the letter of credit regarding payment are mutually agreeable.
- (2) To provide the subject technicians with appropriate housing for themselves and their families, in their stations of assignment, and with free entry and exit of their household effects. The housing provided is to include utilities, household appliances (including air conditioners in each

<sup>1</sup> Came into force on 1 August 1981, upon completion of the condition set forth in paragraph 9, in accordance with its provisions.

- occupied room, automatic washer, dryer, refrigerator, stove, and miscellaneous appliances), furniture, and upkeep and maintenance on the structure and equipment.
- (3) To provide the subject technicians with the equipment, vehicles and office space necessary for their work, and with the counterparts appropriate to efficient continuing operation of the Comprehensive Soil Survey. The equipment involved is to remain the property of the Nigerian Ministry of Agriculture. Any equipment provided by the USDA is to be accorded duty-free entry and exit.
  - (4) To provide the subject technicians with the necessary resident and multiple-entry immigration documentation, and to assure them immunity from Nigerian taxes.
  - (5) To guarantee the payment of costs for additional technical assistance as may be found necessary by mutual agreement. In no case will this additional cost exceed actual USDA expenses.
  - (6) To provide drivers' licenses to all employees and eligible dependents holding a valid U.S. drivers' license.
  - (7) Whereas the employees of USDA assigned to Nigeria under this Agreement are Officials of the United States Government, the Ministry recognizes that the Embassy of the United States of America in Lagos shall act on behalf of USDA in administering appropriate provisions of this Agreement.
  - (8) All Nigerian documents relating to personal identification, such as residence and work permits, shall identify the employees as Officials of the United States Government.
  - (9) To provide secretarial, interpreter and translator services as needed.
  - (10) To provide other related support as may be necessary or appropriate for USDA employees to conduct their duties under the terms of the Agreement.

To the extent that the foregoing services are not made available by the Ministry or other Government of Nigeria agencies, the account or the letter of credit shall be increased and used by USDA to procure such services.

4. PRIVILEGES: American employees of the USDA and employees of establishments and corporations under contract to the USDA who are personnel: (a) assigned to perform services under this Agreement, or (b) assigned to provide support for such personnel, shall be accorded exemptions designated under the Government of Nigeria legislation. Furthermore, the Ministry of Agriculture agrees that the cost of this contract does not include any Nigerian taxes and, in the event that Nigerian taxes or fees are levied, the Ministry will accept the liability of payment of such taxes or fees. All salaries shall be net of Nigerian taxes.

5. REPORTS: The USDA shall prepare and submit to the Ministry of Agriculture for each six (6) months a report summarizing the status of the technical assistance provided, and shall stipulate cumulative expenditures. Promptly following the last expenditure from the advance dollar fund or letter of credit, the USDA will submit a final statement setting forth all cumulative expenditures and will return any balance in the fund remaining after such last expenditure.

6. COMPENSATION OF USDA PERSONNEL ASSIGNED TO THE PROGRAM IN NIGERIA: The compensation of all USDA personnel assigned to Nigeria under this Program, including those under contract to USDA, will be paid from the account on the basis of actual costs from the date of assignment to the date of separation.

- a. The compensation of each employee shall include his salary or fee, personal benefits, post differential, and education and other allowances in accordance with applicable United States statutes and U.S. standardized regulations for Government civilians in foreign areas. However, for short-term employees, assigned to the Program for less than one year, the housing compensation shall include only adequate hotel or other similar quarters.
- b. Other expenses consistent with applicable U.S. statutes and regulations shall be paid from the account and shall include, but not necessarily be limited to, the following:
  - (1) The cost of transportation and travel expenses of each employee and, for long-term employees, of his eligible dependents, from point of hire to Nigeria, and upon completion or suspension of his assignment, either to the United States or point of hire.
  - (2) For long-term employees, the cost of transportation and/or storage of household and personal effects (including one automobile for each employee's personal use) of the employee and his dependents from point of hire to Nigeria and, upon completion or suspension of his assignment, either to the United States or point of hire. By mutual agreement between the USDA and the Ministry, an automobile may be provided in Nigeria rather than transporting one to and from Nigeria.
  - (3) The cost of evacuation in the event of emergency termination, authorized emergency (compassionate) leave, or for medical reasons.
  - (4) The cost of supervisory or consultation visits by USDA personnel.
  - (5) Title to equipment purchased for the purpose of implementing this Agreement shall be acquired by USDA in trust for the Ministry and shall transfer in full to the Ministry when USDA determines that this property is no longer needed for any activity undertaken by USDA pursuant to the terms of this Agreement, or in any event upon termination of this Agreement.

7. "FORCE MAJEURE": If any party to this Agreement is rendered unable because of *force majeure* to perform its responsibilities under this Agreement, these responsibilities shall be suspended during the period of such inability. The term "*force majeure*" means acts of God, acts of public enemy, war, civil disturbance, and other similar events not caused by nor within the control of the parties. During the period of suspension of performance caused by *force majeure*, USDA may continue to pay normal costs of maintaining project personnel in Nigeria from funds advanced to the United States by the Government of Nigeria. In the event of suspension of a party's duties because of *force majeure*, the parties shall consult and endeavor jointly to resolve any attendant difficulties.

8. ESTIMATED COSTS: a. The cost of services as outlined in the budgets for any agreed upon Activity or Project Implementation Plan excludes any Government of Nigeria or local taxes and assessments which might otherwise be applicable.

*b.* USDA may, within the total of the approved budget, transfer funds between line items as necessary.

*c.* In no event shall USDA be obliged to perform services under this Agreement for which funds have not been provided by the Ministry.

9. **EFFECTIVE DATE:** This Agreement shall become effective after signature by representatives of the parties and after the deposit by the Ministry in the account of the initial annual sum agreed upon or the issuance of an irrevocable letter of credit, and shall remain in effect during the life of the project.

10. **AMENDMENT, EXTENSION OR TERMINATION:** *a.* This Agreement may be amended or extended by mutual agreement in writing.

*b.* This Agreement may be terminated by any party notifying in writing the other 90 days in advance.

11. **RESOLUTION OF DIFFICULTIES:** The USDA and the Ministry shall consult upon request of either party regarding any matter relating to the terms of this Agreement and shall endeavor jointly in a spirit of cooperation and mutual trust to resolve any difficulties or misunderstandings that may arise. It is agreed that no claim will be brought against the USDA or its employees that may arise as a result of the technical services furnished under this Agreement. It is further agreed that USDA shall be held harmless against any and all claims that may arise as a result of the technical services furnished under this Agreement, unless resulting from willful and reckless misconduct on the part of the Government or its employees.

DONE at Lagos, the 22nd day of September, 1980.

[Signed — Signé]<sup>1</sup>

For the Ministry of Agriculture,  
Government of Nigeria

[Signed — Signé]<sup>2</sup>

For the Department of Agriculture,  
United States of America

## APPENDIX A

### USDA COSTS ESTIMATION (Whole Project)

#### Principal Soil Surveyor-Soil Correlator—2 man-years

GS-14/1—Annual Salary (\$34,713) .....	\$ 69,426	
Benefits (9.5%) .....	6,596	
Leave (18.5%) .....	14,064	
Differential (25%) .....	17,356	
Travel (1 round trip family of 4, 4 round trips) .....	6,000	
Educational Benefits (2 children) .....	40,000	
Shipping (HHE, POV) .....	9,000	
COLA (20%) .....	13,885	
R&R .....	3,000	
Transfer Allowance .....	1,000	
		\$180,327

<sup>1</sup> Signed by Alhaji M. Liman — Signé par Alhaji M. Liman.

<sup>2</sup> Signed by Quentin M. West — Signé par Quentin M. West.

## 2 Soil Surveyors-Soil Correlators—4 man-years

GS-13/1—Annual Salary (\$29,375) .....	\$117,500	
Benefits (9.5%) .....	11,163	
Leave (18.5%) .....	23,803	
Differential (25%) .....	29,375	
Travel (1 round trip family of 4, 8 round trips) .....	12,000	
Educational Benefits (4 children) .....	80,000	
Shipping (HHE, POV) .....	18,000	
COLA (20%) .....	23,500	
R&R .....	6,000	
Transfer Allowance .....	2,000	
		\$323,341

## 1 Cartographer—2 man-years

GS-13/1—Annual Salary (\$29,375) .....	\$ 58,750	
Benefits (9.5%) .....	5,581	
Leave (18.5%) .....	11,901	
Differential (25%) .....	14,688	
Travel (1 round trip family of 4, 4 round trips) .....	6,000	
Educational Benefits (1 child) .....	20,000	
Shipping (HHE, POV) .....	9,000	
COLA (20%) .....	11,750	
R&R .....	3,000	
Transfer Allowance .....	1,000	
		\$141,670

## Program Support—1 man-month

GS-13/5—Annual Salary (\$33,291) .....	\$ 2,775	
Benefits (9.5%) .....	264	
Leave (18.5%) .....	563	
Travel (2 round trips) .....	3,000	
Per Diem in Nigeria .....	4,500	
		\$ 11,102

SUBTOTAL \$656,440

Contingencies—Including Pay Raises (20%) .....

131,288

Administrative Costs (25%) .....

196,932

TOTAL \$984,660

These costs are illustrative, based on prior experience. In all cases, the Government of Nigeria will be billed for actual expenditures and administrative costs.

Vol. 1267, I-20865