

# MEMORANDUM OF AGREEMENT

between

**THE GOVERNMENT OF NIGERIA**

And

**THE UNITED NATIONS COUNTRY TEAM**

**WHEREAS**, the Government of NIGERIA (hereinafter referred to as the "Government") is willing to offer the below-described premises to be used as office space for the **United Nations Country Team in Nigeria** (hereinafter referred to as the "UNCT") providing various specialised Development assistance in NIGERIA.

**WHEREAS**, the UNCT and the Government wish to establish the terms and conditions for the occupancy and use of such premises.

**NOW THEREFORE**, the UNCT and the Government in consideration of their mutual undertakings hereby agree as follows:

## **Article I**

### **Premises, Term**

1. The Government, being the owner of the land and buildings located at **PLOT 617/618, CENTRAL AREA, ABUJA** described in Annex I hereto. including parking space, all hereinafter referred to as the "Premises", transfers to the UNCT in Nigeria and places at its disposal the whole of the Premises to be occupied and used as its Office for the exercise of its official functions, and for such other services and facilities directly related thereto, for the period established herein below.
2. The Premises shall be placed at the disposal of the UNCT with effect from **01 JANUARY 2004** and they shall continue to inure to the benefit of the UNCT as far as the UN

system exists in Nigeria.

## **Article II**

### **Alterations, Repairs, Maintenance**

1. The Premises are provided free of rent by the Government. The UNCT undertakes to maintain, at its expense, the Premises in good and tenantable conditions, assuming responsibility for the major repairs on the exterior and interior of the Premises, its structures, utility services and fixtures, ground and parking areas. The UNCT shall be responsible, at its expense, for the orderly operation and adequate maintenance of the building.
2. The Government consents, that the UNCT and at UNCT expense, make repairs, alterations, attach fixtures, and erect additions, structures, and signs in or upon the building. The UNCT shall have the right to affix a UN flagstaff, office sign and insignia outside the building.

## **Article III**

### **Insurance**

1. The UNCT shall, within its established practice, be responsible for covering loss and damage to the building by fire attributable to its negligence or its employees. The UNCT shall not be responsible for any loss of or damage to the building caused by civil disturbances, riots, vandalism, wars, floods, earthquakes or other force majeure.
2. The UNCT may take out insurance against loss or damage of fixtures, furnishings and equipment owned by the UNCT or its personnel.

## **Article IV**

### **Utilities, Other Services**

1. The UNCT shall bear the charges for water, electricity, gas or other utilities provided to the Premises provided that the UNCT shall be given the same priority treatment when installing or reinstalling or restoring such services as is given to diplomatic missions and where these services are shared with other institutions or persons arrangements shall be made for separate meters to charge for amounts consumed.
2. Payments for these utilities and other services shall be made at the rate established by the relevant Utility Board.

### **Article V**

#### **Taxes, Charges**

1. The UNCT shall, in respect of the Premises, be accorded all the privileges and immunities stipulated in the Convention on the Privileges and Immunities of the United Nations and the Standard Basic Assistance Agreement concluded between the UNDP AS THE COORDINATING AGENCY FOR THE UNCT and the Government on 12 APRIL 1988.
2. In respect of charges for which the UNCT will be liable under Article VI, the Government shall make every possible effort to obtain for the UNCT reduced charges or rates, if any, granted to Governments, including their diplomatic missions.

### **Article VI**

#### **Damage to Premises**

In the event of loss or damage to the Premises including any damage to the buildings or

fixtures or equipment on the Premises by fire, civil disturbance, riot, vandalism, aircraft and other aerial devices, war, floods, earthquakes or force majeure, the parties shall hold consultations with a view to agreement on repairs or restoration of the Premises or provision of alternative facilities while repairs or restoration of the Premises are undertaken; provided, however, that should the Premises be totally destroyed or should the Premises or buildings be rendered unusable in the view of The UNCT, this Agreement shall immediately terminate.

#### **Article VII**

#### **Quiet Enjoyment**

The Government covenants and agrees that the UNCT may peaceably and quietly enjoy the Premises hereby described for the term hereby granted.

#### **Article VIII**

#### **Settlement of Disputes**

Any dispute between the UNCT and the Government arising out of or relating to this Agreement which is not settled by negotiation or other agreed mode of settlement shall be submitted to arbitration at the request of either Party. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the chairman. If within thirty days of the request for arbitration either Party has not appointed an arbitrator or if within fifteen days of the appointment of two arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. The procedure of the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral tribunal shall have no authority to award punitive damages. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

#### **Article IX**

**Entry into Force**

This Agreement shall enter into force upon signature.

**Article X**

**Annexes**

Attached hereto are Annexes 1 which form an integral part of this Agreement

**DONE IN** in duplicate and in English, both texts being equally authentic, on

**DATE**.....

(signed) 

By: Tegegnework Gettu  
UN Resident Coordinator

**For the United Nations Country Team**

(signed) \_\_\_\_\_

By: Ambassador Olu Adniji  
Honorable minister,  
Federal Ministry of Foreign Affairs

**For the Government**