

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GOVERNMENT OF THE FEDERAL REPUBLIC OF NIGERIA

AND

JOINT FAITH PEACE INITIATIVE (JFPI)



THIS AGREEMENT is made the 26H day of August 2024

THE GOVERNMENT OF THE FEDERAL REPUBLIC OF NIGERIA represented by the Honourable Minister for the Federal Ministry of Budget and Economic Planning of C31010, Adokunle Fajuyi Street, Central Business District (CBD), Abuja (hereinafter referred to as the "GOVERNMENT") of the ONE PART

AND

IOINT PAITH PEACE INITIATIVE, a Non-profit, voluntary, Non-Religious, Non-partisan, Non-tribal Nigeria community based organisation, existing under the laws of the Government of the Federal Republic of Nigeria, with registration Number CAC 27421 with a principal place of office located at Surte COS. Crown Plaza, Benind Ecobank Mpage. Abuja. (Hereinafter referred to as "JFPI") which expression shall where the context so admits include its successor-in-title and assignees of the other part.

WHEREAS:

- 1. JFPI is a voluntary, non-profit organization in Nigeria implementing its programs in Nigeria.
- 2. JFPI in the spirit of friendly and mutual cooperation the Rederal Government is willing to assist in advocating for the Provision of holistic -- workable solutions to life challenges.
- 3 JFPI is seeking to implement its objectives in Nigeria and the GOVERNMENT has agreed to support the implementation of its programmes

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4. GOVERNMENT has agreed to cooperate with **JFPI** in its rendering of humanitarian and development services.

NOW THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:

ARTICLE 1

FIELD OF ASSISTANCE

- 1.1 Given the mutual interest of JFPI and the GOVERNMENT in Nigeria's development process, JFPI shall base its intervention criteria on an independent assessment of the needs of the communities, devoid of political or religious interest.
 - In accordance with its mission and available resources JFPI shall collaborate with the GOVERNMENT to provide assistance in the following broad priority areas, peaceful co existence of citizens, humanitarian intervention, counselling, holistic workable solutions and other related areas and the GOVERNMENT has agreed to accept the assistance, collaborate and cooperate with JFPI in the implementation of its activities / objectives in Nigeria.

ARTICLE 2

FORMS OF ASSISTANCE

- 2.1 JFPI has agreed to provide assistance in one or more of the following forms:
- 1. To support Government initiatives against corruption, tribalism, nepotism, racial discrimination, rancour hatred and malice through the instrument of prayer.



- To engage and promote honesty, equity and justice in celebrating good leaders.
- To engage in Counselling and periodic prayer through visitation to Prisons, hospitals, remand homes and those affected by disaster.
- To promote peace and harmony among diverse members of the society.
- To promote unity and brotherhood among members of different faith. 5.
- To promote peaceful co existence among citizens of Nigeria. 6.
- Provision of holistic workable solutions to life challenges . 7.
- To engage in the training, empowernment of Nigerian populace in the area of Agreiculture

REPORTING SYSTEM

- JFPI shall forward its annual work plans to the Federal Ministry of Budget & Economic Planning 3.1 in the first month of each operating year, as well as render bi-annual report of programmes and activities to the GOVERNMENT through the Federal Ministry of Budget & Economic Planning at the end of June and December of each operating year. The said bi-annual report shall include clearance reports from the Special Control Unit Against Money Laundering (SCUML) confirming compliance with Sections 24 and 15 (3) of the Money Laundering (Prohibition Act), 2022, which prevent the preservation of confidentiality against disclosure of the identity, credentials and intentions of beneficiaries, donors and associates. Failure to comply with these provisions would render this Agreement not renewable.
- JFPI shall at all times provide additional information regarding its activities, operations 3.2 or programmes as may be requested by the GOVERNMENT from time to time through the Federal Ministry of Budget & Economic Planning.



- 3.3 A joint annual evaluation and monitoring of **JFPI** activities shall be done once in a year by international Cooperation Department, Legal Unit and any other relevant Department responsible for the registration of non-governmental organizations in the Federal Ministry of Budget &Economic Planning).
- Any change in the programme of **JFP!** which will materially affect its object would require the approval of the Honourable Minister of the Federal Ministry of Budget &Economic Planning.

GOVERNMENT'S OBLIGATIONS

- 4.1 The GOVERNMENT may through Federal Ministry of Budget & Economic Planning take steps to have this Agreement implemented by other relevant Government agencies and Ministries.
- 4.2 Subject to the Laws of the Federal Republic of Nigeria and approval by the appropriate government Agency, JFPI shall be exempted from custom duties, VAT and other taxes imposed on vehicles and equipment's imported to be used for the implementation of its projects and programmes. All exemptions related to this clause shall be subject to the Federal inland Revenue Service, Nigerian Custom and Immigration rules and regulations and any other relevant Laws. If the title to such articles transferred to a party not exempted from duties and taxes, that party shall pay the relevant duties and taxes applicable at the time of transfer.



- 4.3 The GOVERNMENT may co-operate with **JFPI** in its development projects and actively encourage the involvement of the people and communities, which are to benefit.
- 4.4 The Government may offer counter-part officers when appropriate to work with the JFPI's experts working on agreed projects.

OBLIGATIONS OF JFPI

- JFPI shall work in a spirit of co-operation with the GOVERNMENT in all understanding connected with its programmes while maintaining its identity as a Non Profit Organization.
- JFPI shall ensure that its personnel shall refrain from interfering in any matter relating to the social, religious, ethnic or political affairs of Nigeria, provided that pursuit of JFPI's mission and programmes as contemplated herein shall in no means constitute interference.
- JFPI shall ensure that its personnel while carrying out their official duties shall not be engaged in profit making business ventures or activities not related to the implementation of the objectives of this Agreement.
- JFPI shall provide for a code of conduct for its personnel which promotes the respect of Nigerian laws and shall include sanctions of breach there from. JFPI should endeavor to



respect the laws of Nigeria, customs and traditions of the communities where they work.

ARTICLE 6

EFFECTIVE DATE AND DURATION OF AGREEMENT

- 5.1 This Agreement shall come into force and be implemented from the date which it is signed by both parties.
- 6.2 This Agreement shall remain in force for a period of (3)Three years subject to renewal for similar periods unless terminated by either party by serving six (6) months prior written notice on the other.
- 6.3 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.
- 6.4 Without prejudice to the article above, the Government reserves the right to terminate this Agreement without prior notice in the national interest and security.
- 6.5 The condition precedent for the renewal of this agreement shall be material compliance with all prescribed conditions in this Agreement.
- Nothing herein shall foreclose the right of the Government to, without prior notice, terminate this Agreement if it considers that activities of **JFPI**'s agents, staff or privies to be detrimental to the interest of Nigeria.



AMENDMENT AND REVISION OF AGREEMENT

7.1 This Agreement may be subject to amendment or revision upon mutual agreement of the parties in writing and such amendment or revision shall come into force only after approval by both parties.

ARTICLE 8

DISPUTE AND ARBITRATION

- 8.1 In the event of a 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.
- 8.2 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 and CONCILIATIONS Act, Laws of the Federation of Nigeria, 2004.

ARTICLE 9

LIABILITY

- 9.1 **JFPI** shall make all necessary arrangements to cover personal liabilities incurred in Nigeria by its personnel while acting in their official capacity.
- 9.2 Nothing contained in the foregoing shall exempt personnel of **JFPI** from criminal liability in respect of their acts, commission or omissions.



FORCE MAJEURE

- 10.1 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 if such failure or delay in performance is due in whole or in part to "Force Majeure" i.e. any cause which is unforeseen, unavoidable, or beyond the party's reasonable control, including but not by way of limitation, acts of God, flood, fire, strikes or labour disturbance, acts of war or sabotage, insurrection, riot or civil disorder, or any other act, Law or regulation or decision of any court, Government or Government Agency which may impede the party's performance of this Agreement.
 - 10.2 This Agreement shall be suspended until the removal of such "Force Majeure" and the time for performance extended for an adequate period PROVIDED HOWEVER that in the event that such "Force Majeure" shall exceed thirty (30) days in duration, the parties should consult in order to determine mutually acceptable steps to be taken to achieve the purpose of this Agreement.

ARTICLE 11

APPLICABLE LAW

11.1 This Agreement shall be construed in English Language and shall be governed by the Laws of the Federation of Nigeria.



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

Dated this 26th day of August 2024

SEN. ABUBAKAR ATIKU BAGUDU.CON
HONOURABLE MINISTER OF
FEDERAL MINISTRY OF BUDGET
AND ECONOMIC PLANNING

DR. OBONG LIBERTY OKON GENERAL CORDINATOR

FOR AND ON BEHALF OF THE

FEDERAL GOVERNMENT OF THE FEDERAL REPUBLIC OF NIGERIA

FOR AND ON BEHALF OF

JOINT FAITH PEACE INITIATIVE (JFPI)