

AGREEMENT

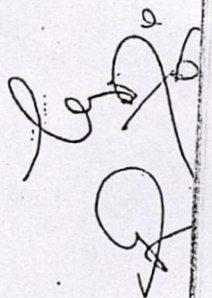
BETWEEN

THE FEDERAL GOVERNMENT OF NIGERIA (FGN)

AND

**THE NATIONAL ASSOCIATION OF ACADEMIC
TECHNOLOGISTS (NAAT)**

NOVEMBER 2009



CHAPTER ONE

1.0 PREAMBLE

1.1 ESTABLISHMENT OF THE FGN/NAAT (PREVIOUSLY ASUTON) RE-NEGOTIATION COMMITTEE

As part of the resolve to restore lasting peace in the Nigerian University System, the Federal Government of Nigeria (FGN) as Proprietor of Federal Universities set-up a Re-negotiation Committee under the leadership of the then Pro-Chancellor, University of Ibadan, **Deacon Gamaliel O. Onosode, OFR**, to negotiate on its behalf with the Staff Unions in the Federal Universities and enter into workable agreements that will reposition the universities for a greater role in national development.

Vide a letter reference No. FM/TE/SS.IM/C.4/1/19 dated 9th May, 2007 and signed by the Permanent Secretary, Federal Ministry of Education, Dr. Aboki Zhawa, OON, on behalf of the then Honourable Minister, Federal Ministry of Education, Dr. (Mrs.) Obiageli Ezekwesili, NAAT Team led by Alhaji Abdullateef O. A. Jokomba was informed of the composition of a Government Team and invited to commence negotiation with the Team.

The Federal Government/NAAT Re-negotiations began on Friday, 8th June, 2007, at the National Universities Commission (NUC), Abuja.

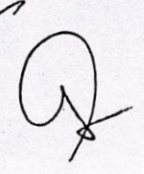
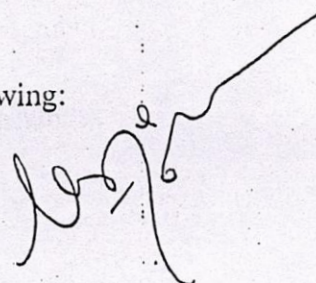
1.2 TERMS OF REFERENCE

The single Term of Reference of the Committee was to "Re-negotiate the 2001 FGN/ NAAT Agreement and enter into a workable Agreement".

1.3 COMPOSITION OF THE FGN/NAAT RE-NEGOTIATION COMMITTEE

The FGN/NAAT Re-negotiation Committee comprised the following:

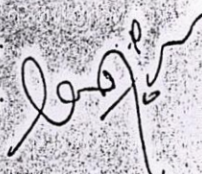
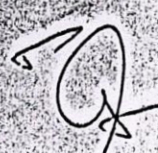
Members, Advisers, Observers and the Joint Secretariat.



1.3.1 FGN RE-NEGOTIATION TEAM

- | | | | |
|-----|---------------------------------|---|--|
| (a) | Deacon Gamaliel O. Onosode, OFR | Immediate Past Pro-Chancellor, University of Ibadan. | Team Leader & Chairman of the Re-negotiation Committee |
| (b) | Prof. Musa Abdullahi | Secretary General CVC & Immediate Past Pro-Chancellor, University of Jos. | Member |
| (c) | Prof. Greg Iwu, OON | Immediate Past Pro-Chancellor, Nnandi Azikiwe University, Awka. | Member |
| (d) | Rev. Father T. E. Uwaifo | Immediate Past Pro-Chancellor, Ambrose Alli University Ekpoma. | Member |
| (e) | Barrister Emeka Nwankpa | Former Pro-Chancellor, Abia State University, Uturu. | Member |
| (f) | Amb. M. A. Jumba | Immediate Past Pro-Chancellor, Bayero University, Kano. | Member |
| (g) | Prof. A. M. Yakubu | Executive Secretary Education Trust Fund (ETF) Abuja. | Member |

1.3.2 NAAT RE-NEGOTIATION TEAM

- | | | | |
|-----|---------------------------|--|-------------|
| (a) | Abdullateef O. A. Jokomba | President, NAAT, University of Lagos, Lagos. | Team Leader |
| (b) | Sani Mohammed | Bayero University, Kano. | Member |
| (c) | Alhaji Sani Suleiman | Federal University of Technology, Minna. | Member |
| (d) | Ali Mohammed | University of Maiduguri. | Member |
| (e) | Mustapha Jubril | University of Abuja. | Member |
| (f) | A. O. Ayabene | University of Benin. | Member |
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(g)	S. A. P. Obeakemch (KSJ)	University of Benin.	Member
(h)	Samuel O. Atanu	University of Agriculture, Makurdi.	Member
(i)	Enoch Ibu Otor	University of Jos.	Member
(j)	Joseph A. Mofoluku	University of Ibadan.	Member
(k)	Joseph A. Ibch	Obafemi Awolowo University, Ile-Ife.	Member
(l)	T. S. Ajakaye	Obafemi Awolowo University, Ile-Ife.	Member
(m)	Tabc Ntui Ntui	Rivers State University, of Science & Technology, Port Harcourt.	Member
(n)	Julius O. Amira	University of Agriculture, Abeokuta.	Member
(o)	Comfort O. Oko	University of Calabar,	Member
(p)	Austin Abah	University of Port Harcourt.	Member
(q)	Ojo Ayemonisan	Obafemi Awolowo University, Ile-Ife.	Member
(r)	A. A. Ibitoye	Federal University of Technology, Akure.	Member
(s)	Ibrahim A. Musa	Alu madu Bello University, Zaria.	Member
(t)	M. O. Odey	Cross River University of Technology, Calabar.	Member
(u)	A. Adeshina	Federal University of Technology, Akure.	Member
(v)	O. O. Oyelade	University of Ibadan.	Member
(w)	M. A. Ogunmodede	Federal University of Technology, Akure.	Member
(z)	David Aiyejina	University of Abuja.	Member

1.3.3 ADVISERS

- (a) Prof. Julius A. Okojie Executive Secretary, National Universities Commission, Abuja.
- (b) Prof. E. A. C. Nwanze Chairman, Committee of Vice Chancellors & Vice-Chancellor, University of Benin, Benin City.
- (c) Prof. J. D. Amin Immediate Past Chairman, Committee of Vice-Chancellors (CVC).
- (d) Prof. Oye Ibidapo-Obe Former Chairman, Committee of Vice-Chancellors (CVC).
- (e) Prof. Chinedu Nebo Vice-Chancellor, University of Nigeria, Nsukka.
- (f) Prof. Ekanem I. Braide Vice-Chancellor, Cross River University of Technology, Calabar.
- (g) Prof. S. U. Abdullahi Vice-Chancellor, Alunadu Bello University, Zaria.
- (h) Prof. Abdullahi Mahadi Vice-Chancellor, Gombe State University, Gombe.
- (i) Prof. Peter Adeniyi Former Vice Chancellor, Federal University of Technology, Akure.
- (j) Chief (Mrs) Mojisola Ladipo, mni Former Registrar, University of Ibadan.
- (k) Mal. M. B. Modibbo Registrar, University of Abuja.

1.3.4 OBSERVERS

- (a) Mrs. V. A. Eghobamien Representative of the Fed. Min. of Labour, Abuja.
- (b) Mr. S. A. Ajibola Representative of Federal Ministry of Labour, Abuja.
- (c) Prof. Ignatius I. Uvah Deputy Executive Secretary, (University Education), National Universities Commission, Abuja.

- (d) Mr. P. I. Ekun Representative of the Special Services Office, The Presidency, Abuja.
- (e) Mrs. E. O. Okojokwu Representative of the Federal Ministry of Education, Abuja.
- (f) Mr. Chike Ogbechie Representative of the National Salaries, Incomes & Wages Commission, Abuja.
- (g) Mr. A. C. Adighiogu Representative of the National Salaries, Incomes & Wages Commission, Abuja.
- (h) Mr. P. E. Oyong Representative of the Federal Ministry of Justice, Abuja.
- (i) Mr. A. Ibrahim Representative of the Federal Ministry of Justice, Abuja.
- (j) Mr. I. O. Malaolu Representative of the Office of the Secretary to the Government of the Federation, Abuja.
- (k) Mr. G. T. Ogbenna Representative of the Federal Ministry of Finance, Abuja.
- (l) Mrs. Cynthia I. J. Okigbo Representative of the Budget Office of the Federation, Federal Ministry of Finance, Abuja.
- (m) Mrs. B. O. Sanusi Representative of the Budget Office of the Federation, Federal Ministry of Finance, Abuja.

1.3.5 JOINT SECRETARIAT

- (a) Mal. Mustapha Jubril - Representative of NAAT;
- (b) Barr. E. I. Otor - Representative of NAAT.
- (c) Mrs. Ann E. Aiyedun - Federal Ministry of Education, Abuja.
- (d) Mrs. Q. U. Elebor - Federal Ministry of Education, Abuja.
- (e) Mr. B. C. Odum - National Universities Commission, Abuja.
- (f) Mrs. C. N. Goddy-Nnadi - National Universities Commission, Abuja.

CHAPTER TWO

2.0 MODUS OPERANDI

The Committee, in the course of the Re-negotiation exercise:

- (a) Held meetings, made consultations with stakeholders and sought information from the universities;
- (b) Received a position paper from the NAAT Team (Appendix 1) documenting its demands and a position paper from the FGN Team in response to the Union's demands (Appendix 2);
- (c) Set up the following Sub-Committees:
 - i. Sub-Committee on Career Structure for University Technologists; and
 - ii. Technical Sub-Committee on the Consolidated Salary Structure offered to NAAT.
- (d) Utilized various documentary submissions from the universities and relevant Government Agencies;
- (e) Received Presentations from members on their positions relating to statistical data, general principles and the history of the Nigerian universities;
- (f) Made reference to existing reports from previous Commissions on Higher Education as well as previous agreements between Government and National Association of Academic Technologists (NAAT);
- (g) Recorded proceedings of the negotiations and the production of minutes, through a Joint Secretariat; and
- (h) Reached consensus that each Team would first make consultations with, and brief, its Principals before signing any Agreement resulting from the Re-negotiation exercise.

2.1 BENCHMARK FOR THE UNIVERSITY SYSTEM

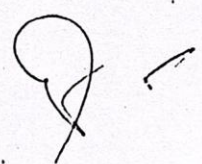
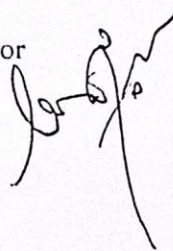
Whereas the Agreement is directed towards ensuring that there is a viable university system with one, rather than a multiple set of academic standards; and whereas it is recognized by the Negotiating Teams that education is on the Concurrent List and by this Agreement, the Federal Government does not

intend to and shall not compel the State Governments to implement the provisions of the Agreement in respect of their Universities, it is however recognized that the State Governments shall be encouraged to adopt this Agreement, as benchmarks, if they are to operate within the goals of achieving the same sets of academic standards for their institutions within Nigeria's University system.

2.2 ISSUES FOR RE-NEGOTIATION

For purposes of prioritization and focus, the Committee identified the following major themes for the re-negotiation:

- (a) Conditions of Service;
- (b) Funding of Universities;
- (c) University Autonomy; and
- (d) Other Matters.



CHAPTER THREE

3.0 CONDITIONS OF SERVICE

(a) Salary Structure for Technologists in the Nigerian Universities

It was agreed that there shall be a separate Salary Structure for Technologists in the Nigerian Universities to be known as Consolidated Tertiary Institutions Salary Structure (CONTISS II) for University Technologists which is shown in Table 1. CONTISS II is made up of the following three components:

(i) The Consolidated Tertiary Institutions Salary Structure (CONTISS) approved by the Federal Government of Nigeria (FGN) effective 1st January 2007, as received;

(ii) Consolidated University Technologists Peculiar Allowances (CONUPTA), exclusively for University Technologists and derived from allowances not consolidated in CONTISS or adequately reflected in terms of the monetary values deemed to have been imputed to them, viz.:

- (i) Excess Workload
- (ii) Professional Book
- (iii) Professional Society
- (iv) Project Supervision
- (v) Protective Wear
- (vi) Research
- (vii) Studio/Laboratory/Workshop/Maintenance

(iii) Rent as approved by the FGN effective 1st January 2007 (FGN Circular SWC/S/04/S.309/1, dated 18th January, 2007)

CONSOLIDATED UNIVERSITY ACADEMIC TECHNOLOGISTS SALARY STRUCTURE (CONUATSS)

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
CONUATSS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Peculiar Allowance	373460	365223	365726	411959	424782	437824	450457	463290	476123	488956	501788	514622	527455	540287	553120
Rate	120386	124550	128754	132948	137142	141335	145530	149724	153918	158112	162306	166501	170695	174889	179083
Total Employment	107317	111034	114752	118470	122187	125905	129622	133340	137057	140775	144492	148210	151927	155645	159362
CONUATSS	67147	65553	71259	74165	76591	78227	81153	83489	85195	83150	80457	82813	85149	87425	89301
Peculiar Allowance	434231	443334	454438	479542	494646	509750	524854	539958	555062	570166	585270	600374	615478	630581	645685
Rate	141878	145370	151854	158859	161853	165048	171642	176837	181631	185626	191620	195915	201609	205903	211798
Total Employment	1247854	1287437	1324551	1378066	1421670	1466875	1508279	1551684	1595088	1638493	1681897	1725302	1768706	1812105	1855515
CONUATSS	777984	821243	828922	853761	876020	904279	929538	954797	980056	1005315	1030574	1055833	1081092	1106351	1131610
Peculiar Allowance	504352	527784	537775	553587	569999	586409	602821	619232	635644	652055	668467	684878	701289	717701	734112
Rate	167027	172518	175910	183501	188992	194483	199975	205466	210957	216448	221940	227431	232922	238413	243905
Total Employment	1445363	1488825	1543287	1588849	1638010	1689571	1733334	1779495	1828057	1879818	1930881	1981442	2035303	2083455	2139927
CONUATSS	871729	929772	94317	945851	1023905	1061949	1099993	1138037	1176081	1214125	1252169				
Peculiar Allowance	586081	552231	617780	642830	667480	692329	717479	742028	765878	789727	816577				
Rate	192692	207229	205728	218242	228759	235276	243793	252310	260827	269344	277851				
Total Employment	1332502	1378372	1372323	1484733	1518174	1589554	2036855	2132375	2203786	2275196	2346607				
CONUATSS	972305	1013225	103751	109374	1134197	1174270	1214643	1254855	1295089	1335312	1375535				
Peculiar Allowance	634229	687702	688376	713249	735523	757986	782070	815343	845416	870690	897142				
Rate	215433	224439	233444	242450	251456	260461	269467	278473	287478	296484	305490				
Total Employment	1823167	1881870	1931471	2049873	2128725	2200577	2276180	2354632	2427886	2502986	2578127				
CONUATSS	1075353	1115255	1161557	1205259	1245561	1291083	1339165	1378457	1421659	1458071	1505373				
Peculiar Allowance	701085	723370	757854	785938	814222	842506	870791	899075	927359	955643	983928				
Rate	236279	247374	257858	267852	277057	286751	296446	306140	315835	325529	335224				
Total Employment	2014277	2058329	2117719	2288599	2339840	2421120	2520402	2583652	2664563	2748623	2827525				
CONUATSS	1445599	1523355	1551413	1619320	1677227	1735134	1793041	1850948	1908855						
Peculiar Allowance	947579	957713	1028837	1062841	1108785	1145349	1184903	1224457	1264011						
Rate	329391	345297	352303	378909	394715	410520	427126	443332	459538						
Total Employment	2722089	2831313	2929403	3094070	3177737	3291403	3409470	3518737	3622204						
CONUATSS	1620906	1691315	1951124	2031232	2101340	2171448	2241556	2311664	2381772						
Peculiar Allowance	1166552	1214352	1262172	1309992	1357792	1405602	1453412	1501222	1549032						
Rate	366874	384845	403323	423297	442771	462245	481719	501193	520567						
Total Employment	3253334	3488222	3277749	3766511	3909933	4093255	4276577	4314870	4454171						
CONUATSS	2222189	2312185	233357	2473546	2655995	2634444	2714683	2795542	2877791						
Peculiar Allowance	1408444	1421133	1552222	1533222	1633222	1633222	1633222	1633222	1633222						

b) **Conditionalities for CONTISS II**

The Salary Table was agreed on the condition that there must be unqualified commitment on the part of the National Association of Academic Technologists, (NAAT) that, in the pursuit of their avowed goals, both parties would respect the sanctity of the regular university academic calendar and commit themselves to the primacy of dialogue and internal due process over and above those tactics that undermine and disrupt good order in the conduct of university business, and strict adherence to the provisions of prescribed Minimum Academic Standards.

* 3.1 **PAYMENT OF EARNED ALLOWANCE TO UNIVERSITY TECHNOLOGISTS** *

Both Teams agreed that Earned Allowances (a – e) should be determined by University Governing Councils and paid to University Academic Technologists at the following minimum rates by way of the benchmark

(a) **Laboratory Student/Technologist Staff ratio supplementation**

* From Technologist II to Principal Technologist at a rate of N2,000.00 per hour.

* From Assistant Chief Technologist to Principal Chief Technologist at a rate of N3,500.00 per hour.

(b) **Students Work Experience Programme (SWEP)**

* From Technologist II to Principal Technologist at a rate of N60,000.00 per annum.

* From Assistant Chief Technologist to Principal Chief Technologist at a rate of N80,000.00 per annum.

(c) It was agreed that field trip should be paid to those involved at the rate of N60,000.00 to N100, 000.00 per annum as may be determined by the Governing Councils of the Nigerian Universities.

(d) **Call duty:** This should be paid to University Academic Technologists in accordance with the existing Federal Government circular on Call Duty.

(e) **Responsibility Allowance** (Head/Co-ordinator of Lab/Workshop/Studio, Equipment Maintenance Centre (EMC) and other Units). A flat rate of N300,000.00 shall be paid.

Occupational Hazard Allowance

It was agreed that each University Academic Technologist be paid N360,000.00 per annum as hazard allowance for the following reasons:

- Exposure to toxic chemicals (such cyanide)
- Exposure to radiation from radioactive elements (such as Uranium)
- Exposure to poisonous gases (such as carbon monoxide)
- Mechanical hazard (working with such machine as lathe, Tractors and other heavy duty machines)
- Biological hazard (contract with bacterial, virus, fungi etc)
- Irritation to special sense organs due to loud noise from machines, smoke and inhalation of dangerous fumes)
- Electrical hazard (such electrocution)
- Fire hazard by working with flammable materials
- Working with dangerous animals in the labs. as well as on the field (such as snakes, crocodiles, cows, horses etc)

3.3

Occupational Hazard Insurance Policy (OHIP)

It was agreed that each University Governing Council shall institute Occupational Hazard Insurance Policy for University Academic Technologists who are regularly and routinely exposed to various forms of hazards in the performance of their duties.

3.4.

Career Structure for Technologists in Academic Departments of Universities

The two Teams agreed as follows:

- (a) that there shall be two cadres, namely: Laboratory Scientists cadre and Technologists cadre in the Nigerian University System as indicated in Tables II & III below:

Table II: Technologist Cadre

S/N	POST	CONTISS	QUALIFICATION	METHOD OF ENTRY
1.	Technologist II	07	HND, Final Diploma, B. Sc (Professional degree) Registrable with the relevant institute	After NYSC or Exemption
2.	Technologist I	08	As above for Technologist II registered with NISLT, IMLT and other relevant Professional bodies	After 3 Years as a Technologist II
3.	Senior Technologist	09	As in Technologist II	After 3 Years as Technologist I
4.	Principal Technologist	11	As in Technologist II	After 3 Years as Senior Technologist
5	Assistant Chief	12	As in Technologist II	After 3 Years as D

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	Technologist			Prin. Technologist
6.	Chief Technologist	13	As in Technologist II	After 3 Years as Asst Chief Technologist

Table III: Laboratory Scientist Cadre

S/N	POST	CONTISS	QUALIFICATION	METHOD OF ENTRY
1.	Lab. Scientist II	07	B. Sc. (Professional degree registerable with relevant professional Bodies	After NYSC or Exemption
2.	Lab. Scientist I	08	As above for Lab. Scientist II	After 3 Years as Lab. Scientist II
3.	Senior Lab. Scientist	09	As in Lab. Scientist II	After 3 Years as Lab. Scientist I
4.	Principal Lab. Scientist	11	As in Lab. Scientist II	After 3 Years as Senior Lab. Scientist
5	Assistant Chief Lab. Scientist	12	As in Lab. Scientist II	After 3 Years as Prin. Lab. Scientist
6.	Chief Lab. Scientist	13	As in Lab. Scientist II	After 3 Years as Asst Chief Lab. Scientist

- (b) that the position of Senior Chief Laboratory Scientists/Senior Chief Technologists on CONTISS 14 and Principal Chief Laboratory Scientist/Principal Chief Technologist on CONTISS 15 be created for both cadres for advancement of Technologists as reflected in Tables IV and V below.

Table IV: Technologists Cadre

7.	Senior Chief Technologist	14	B. Sc (Professional degree) or HND plus M. Sc.	After 3 Years as Chief Lab. Technologists
8.	Principal Chief Technologist	15	As in Senior Chief Technologist	After 3 Years as Senior Chief Lab. Technologists

Table V: Laboratory Scientist Cadre

7.	Senior Chief Lab. Scientist	14	B. Sc (Professional degree) or HND plus M. Sc.	After 3 Years as Chief Lab. Scientist
8.	Principal Chief Lab. Scientist	15	As in Senior Chief Lab. Scientist	After 3 Years as Senior Chief Lab. Scientist

(c) It was agreed that these new cadres will be processed by the individual University Governing Councils for the necessary approval by the Governing Councils and the Head of Service of the Federation.

(d) That all appointments to the position of Laboratory Technologist/Scientist cadres on CONTISS 07 – 13 shall be by promotion and/or advertisement and on CONTISS 14 and above shall be by promotion only subject to availability of vacancies.

3.5 Duty-Free Importation of Educational Materials by Universities

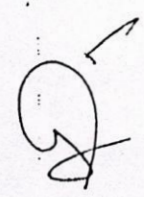
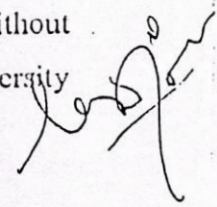
The two Teams noted that the policy was already in place but was not applicable to goods purchased locally.

3.6 Setting up of Research and Development Units by Companies Operating in Nigeria

The FGN and NAAT Teams agreed that the Federal Government shall continue to encourage companies to set up Research & Development Units in collaboration with Nigerian universities to enable development of research and the relevant technologies in Nigerian universities.

3.7 University Autonomy

Both Teams recognized that the universities already enjoy considerable degree of academic freedom and institutional autonomy which should be sustained without prejudice to constitutional steps being currently taken to strengthen university autonomy and corresponding accountability.



3.8 **Direct Teaching & Laboratory Cost (DTLC)**

It was agreed that all requirements covered by DTLC should be included in the annual university budget as a line budget.

3.9 **Equipping the Laboratories, Workshops & Studios**

Individual University Governing Councils are advised to ensure that up-to-date equipment is made available for proper practical Teaching and Research.

3.10 **Gradual Extinction of Technologists**

The Teams noted the dearth of Technologists in the Nigerian University System and agreed that individual University Governing Councils should take appropriate steps to redress the situation.

3.11 **Capacity Building**

It was agreed that each University Governing Councils should pursue effective staff training and development policies that would keep Nigerian University Technologists informed of emerging developments in their areas of specialization.

3.12 **Skill Enhancement**

It was agreed that individual University Governing Councils should encourage all cadres of Laboratory Technologists/Scientists to enhance their skills to improve the quality of the academic community.

3.13 **Sabbatical Leave**

Both Teams agreed that Nigerian University Academic Technologists should enjoy Sabbatical leave in line with the existing policy as may be determined by individual University Governing Councils.

3.14 **Periodic Review of the Agreement**

(a) It was agreed that whenever there is a general increase in public sector salaries and allowances, the remuneration of Academic Technologists shall be correspondingly increased.

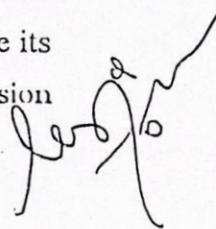
(b) A comprehensive review of the Agreement shall be undertaken in accordance with the ILO Convention 98 and within the framework of Medium Term Sector Strategy (MTSS) and Vision 20: 2020, and in this case by 2012, provided that a review of any of the issues covered by the Agreement may, by notice given by either party, be made at any time.

3.15 **Effective Date of the Agreement**

The effective date of this Agreement shall be 1st July, 2009, except that the effective date for the 65 years retirement age shall notionally be 1st January, 2010.

3.16 **Funding**

Both teams agreed that being mindful of the processes for meeting the goal of 26% annual budgetary allocation to education as enunciated in the UNESCO benchmark, the Federal Government shall endeavour to progressively increase its budgetary allocation to the Education Sector in accordance with its Vision 20:2020 programme.



CHAPTER FOUR

4.0 ISSUES ON WHICH NO AGREEMENT WAS REACHED

4.1 Ministries/Parastatals/Companies Patronage of Universities Services'

There was disagreement on patronage of universities services. NAAT demands that the FGN should direct Ministries, Parastatals and companies to patronize the universities for all their consultancy services requirements to boost the country's expertise.

The Government team rejected the proposal on the ground that it is against the spirit of due process and competitiveness. University consults are encouraged to compete favourably with other consultancy firms to attract patronage.

4.2 Petroleum Funds for Universities

There was no agreement on Petroleum Fund. NAAT had proposed as follows:

- (a) that for every barrel of crude oil sold daily, 10 cent (US dollars) should be deducted for the university sector.
- (b) that 20% of the total Petroleum Training Development Fund (PDTF) be allocated to university sector for manpower development and 30% of this fund be set aside for the training of Technologists.
- (c) that where there is excess crude oil money realized over annual budget crude oil price, 25%, 20% and 10% of excess money be allocated to Federal, State and indigenous Private Universities for infrastructural development, water, electricity, roads and hostel accommodation as well as staff quarters.
- (d) that special petroleum fund for universities should be established as a way of strengthening the financial base of the universities and to reduce total dependence on the Federal Government.

The Government Team noted that there was nothing in law or practice preventing universities from applying for oil blocks. The process for appropriation of crude oil proceeds is already enshrined in the Constitution of the Federal Republic of Nigeria.

4.3 Education Tax

The Teams disagreed on the review of the current percentage deduction as education tax from companies in Nigeria for the Education Trust Fund (ETF).

NAAT had demanded that the education tax fund be amended to accommodate 1% increase over the present 2% i.e. 3% after tax from banks, companies and parastatals should also include PHCN, NNPC and NITEL, etc. as contributor.

The Government Team did not accept the NAAT proposal and insisted that ETF should continue to intervene in Federal and State university projects in consultation with the universities, and in line with the extant ETF Act.

4.4 Patronage of University Services

There was no agreement on the demand on patronage of university services.

NAAT had proposed that "the Federal and State Governments and their Agencies shall award at least 20% of their major consultancies to universities while the universities themselves shall use internal expertise for at least 60% of their development projects".

The Government Team did not accept the NAAT demand on the ground that it was against the spirit of due process and competitiveness. However, it advised that the university consults be empowered and encouraged by their proprietor universities to compete favourably with other consultancy firms to be able on the basis of merit.

4.5 Pensions Scheme

NAAT had demanded that:

- (i) Chief Technologists and above should retire with his/her last salary and allowances.
- (ii) Government should raise its contribution to double that of the employee.

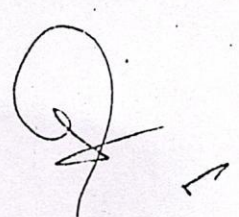
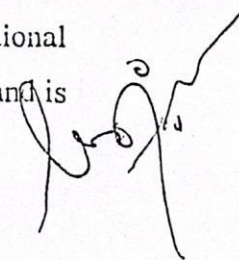
Government Team did not accept the NAAT demand. It noted that the contributory pension scheme is a policy of Federal Government backed by law and is applicable to all public servants

4.6 NATIONAL HEALTH INSURANCE SCHEME

NAAT demanded that the National Health Insurance Scheme Act should be reviewed and amended to include:

- (i) Occupation ailment affecting Technologists that are not covered in the present Act.
- (ii) To provide for Technologists annual medical check up.
- (iii) To make the services of the scheme accessible to the beneficiaries when in any part of the country (out of his station).

Government Team did not accept the NAAT demand. It noted that the National Health Insurance Scheme is a policy of Federal Government backed by law and is applicable to all public servants.



CHAPTER FIVE

5.0 OTHER MATTERS

Retirement at the Age of 65

Both Teams noted the demand for raising the compulsory retirement age to 65 years was satisfactorily dealt with in the 2001 FGN/NAAT Agreement and, therefore, recommended that the Federal Ministry of Justice, Federal Ministry of Education and NUC should take appropriate steps to procure amendment of the relevant law for implementation.

5.2 Machinery for the Implementation and Monitoring of the Agreement

An Implementation Monitoring Committee shall consist of:

- (a) Two members representing the Committee of Pro-Chancellors (CPC), one of whom shall be the Chairman of CPC. The Chairman of CPC shall be the Chairman of the Committee;
- (b) The Chairman, Committee of Vice-Chancellors (CVC) of Federal Universities,
- (c) One member representing the NUC as Secretary;
- (d) One member representing the Federal Ministry of Education;
- (e) Five members representing NAAT; and
- (f) It is recommended that the following be members of the Committee:
 - One representative of the Senate Committee on Education;
 - One representative of the House Committee on Education;
 - Chairman, Committee of Pro-Chancellors of State Universities; and
 - Chairman, Committee of Vice Chancellors of State Universities.

The Committee shall report to the Honourable Minister of Education.

5.3 Acknowledgement

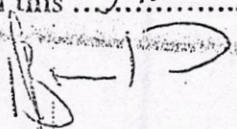
The FGN/ NAAT Re-negotiation Committee wishes to express appreciation to the President and Commander-in-Chief of the Armed Forces of the Federal

Republic of Nigeria, His Excellency, Umaru Musa Yar'Adua, GCFR for the opportunity to serve.

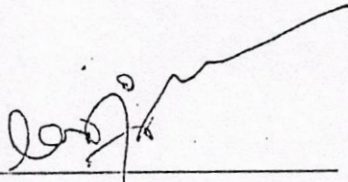
The Committee wishes also to acknowledge the invaluable support of the Honourable Minister of Education, and the Executive Secretary, National Universities Commission, with regards to the financial, human and material resources made available during the exercise.

IT WAS AGREED THAT NOBODY SHALL BE VICTIMISED IN ANY WAY WHATSOEVER FOR HIS/HER ROLE IN THE PROCESS LEADING TO THIS RE-NEGOTIATION AND AGREEMENT.

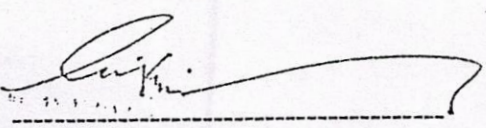
Signed this 5th day of November, 2009



Dr. B. O. Babalakin SAN, OFR
Chairman, Committee of Pro-Chancellors (CPC)
of the Federal Universities and
Pro-Chancellor, University of Maiduguri



Alh. Abdullateef O. A. Jokomba
National President, NAAT for and on behalf of the
National Association of Academic Technologists.



Deacon Gamaljel O. Onosode, OFR
Chairman, FGN/NAAT Re-negotiation Committee and
Pro-Chancellor, University of Lagos