



MEMORANDUM OF UNDERSTANDING

BETWEEN

**INFRASTRUCTURE CONCESSION REGULATORY
COMMISSION (ICRC)**

&

NIGERIAN GOVERNORS' FORUM (NGF)

The Infrastructure Concession Regulatory Commission (ICRC) was established to regulate Public Private Partnership (PPP) endeavours of the Federal government aimed at addressing Nigeria's physical infrastructure deficit which hampers economic development. The Commission develops and issues guidelines on PPP policies, processes and procedures; works closely with Ministries, Departments and Agencies (MDAs) of the Federal Government to identify potential PPP projects to enable participation of the private sector in line with international best practices. The Commission takes custody of PPP contracts, acts as the interface with the private sector to promote communication on national PPP policies and programs; collaborates with State Governments to promote an orderly and harmonized framework for development of infrastructure, and accelerates market development for PPP projects.

The Nigerian Governors' Forum (NGF) is an institution which actively and effectively promotes inclusiveness, democratic values, good governance and sustainable development. NGF provides a platform for collaboration amongst the Executive Governors of the various States of the Federation on matters of public policy; to promote good governance, sharing of good practice and to enhance cooperation at state level and with other arms of government and society.



THIS MEMORANDUM OF UNDERSTANDING

Between

The INFRASTRUCTURE CONCESSION REGULATORY COMMISSION (ICRC) a body corporate established by an Act of the National Assembly of the Federal Republic of Nigeria with its offices at Plot 1270 Ayangba Street, Area 11. Garki-Abuja

And

The NIGERIAN GOVERNORS' FORUM (NGF) a non-partisan forum for all governors of the Federation with its offices at 51, Lake Chad Crescent, Maitama, Abuja.

ICRC and NGF (together the "**Parties**" and separately a "**Party**")

ARTICLE I

Both parties express their willingness to collaborate and work together in enhancing the development of infrastructure in Nigeria at the Sub - National level through Public Private Partnerships (PPPs) and other forms of private sector participation in infrastructure delivery. This MoU sets out the role of each organization and explains how they will work together to achieve their separate and common goals.

Both parties agree to set up the means and framework to achieve the mentioned goals and principles.

The areas for collaboration between the parties shall encompass:

- i. Convening of the Nigerian Public Private Partnership Network (NPPPN). The processes for the convening of this network shall be prepared and agreed jointly by the parties.
- ii. Infrastructure and PPP Knowledge Sharing and Capacity Development at the sub national level.
- iii. Infrastructure & PPP Policy Analysis and Strategy Development including issuance of case studies and policy papers.
- iv. Engaging with government at the national and sub national level, private sector, and civil societies on infrastructure, PPP issues and economic policies in Nigeria
- v. Actively driving real time and real life impactful economic and social infrastructure delivery in Nigeria via PPPs.
- vi. Such other areas as the parties may agree.

ARTICLE II

The purpose of this **Memorandum of Understanding** is

- i. To recognize and foster a deeper active collaboration between the ICRC and NGF for the good of our nation. This collaboration will seek the standardization of PPP practice and enhance collaboration within and among sub national PPP entities nationwide.
- ii. To foster a working relationship between the parties in reviewing critical challenges and proffering solutions to Nigeria's huge infrastructure deficit at the national and sub national level using PPP Procurement as preferred



infrastructure deficit closure mechanism and other policy collaboration required to make PPPs work in Nigeria.

Both parties agree on the following:

That they would cooperate in the areas of PPP delivery in Nigeria; both parties will draw up a work plan setting out their roles and responsibilities in any project/s they mutually agree to undertake pursuant to this MoU.

Both parties further agree that representatives of the two parties would work together in exchanging knowledge, ideas and expertise that will further the aim of this collaboration and whenever necessary, discuss the implementation of the Memorandum of Understanding, and to exchange knowledge and expertise in any field of PPP knowledge that is of interest to both the organizations.

ARTICLE III

Notwithstanding the above goals, each party to this MoU will remain independent and solely responsible for establishing its own policies and goals. This MoU will not produce any binding joint standards and practices, nor authorize any legally enforceable joint liabilities.

Under this MoU, each party will respect each other's Intellectual Property as it pertains to the information and documentation obtained in the course of this collaboration, including any confidential materials that may be exchanged. "Intellectual Property" means all knowledge and information, including without limitation datasets, reports, models, analyses, contacts and knowhow.

ARTICLE IV

Sharing of Internal Information/ Confidentiality

1. Each Party shall maintain in strict confidence and secrecy all information of a confidential nature received by the other Party, directly or indirectly pursuant to this MoU. Each Party shall use its best efforts to ensure that respective employees, officers, advisers, consultants, agents, directors and any other person acting on its behalf also maintain strict confidence and secrecy in respect of such information.
2. The Parties may choose to enter into separate confidentiality agreements pertaining to a particular Project, either with each other or with third parties as applicable.
3. This Article IV on confidentiality does not apply to information:
 - i. that is in the public domain through no fault of the Party in question;
 - ii. that a Party is required to disclose pursuant to applicable law;
 - iii. that is disclosed to the receiving Party by a third party; and
 - iv. that may be disclosed to a third party who is under an obligation of confidentiality to the disclosing party in terms of this Article IV.
 - v. Exceptions i.e. Executive Privileges contained in the legislation of each Party.



Assignment of roles

1. The Parties shall approach this MoU in line with their established processes subject to common, ongoing dialogue and cooperation.
2. Neither of the Parties has a consulting role with regard to the other nor has the power to bind the other Party as agent or otherwise, without the other Party's explicit consent.

ARTICLE V

Miscellaneous

1. **Disclaimer:** No Party shall be liable to the other for any loss, costs, damages or otherwise which may result from any act or omission on its part in connection with any work done with respect to this MoU, unless caused by **fraud, gross negligence or willful misconduct**.
2. **Amendment:** Any modification or amendment to this MoU, including any amendment or modification of this provision, must be agreed by the Parties in writing.
3. **Validity Period:** This MoU shall remain valid for one (1) year and may be reviewed subject to mutual agreement between both parties. Either Party may terminate its participation in this MoU in writing at any time without having to provide any particular reason. Notwithstanding termination of this MoU and unless the Parties agree otherwise, cooperation in respect of a collaboration that started before the termination of this MoU, will be continued in good faith and in accordance with this MoU.
4. **Best Efforts:** The parties shall seek to resolve any issues that may arise between them from the implementation of this MoU amicably using their best efforts.
5. **Notices:** All notices, requests and other communications under this MoU shall be in writing and shall be deemed given when delivered personally, by certified mail or official email.

To ICRC: Plot 1270 Ayangba Street, Area 11. Garki-Abuja
 Attention: The Director General
 c.izuwah@icrc.gov.ng

To NGF: 51 Lake Chad Crescent, Maitama, Abuja.
 Attention: The Director General
 aokauru@nggovernorsforum.org.ng



Any Party from time to time may change its address, email or other information for the purpose of notices to that Party by giving notice specifying such change to the other Party.

- 6. **Non-Exclusive Relationship:** This MoU does not create between the Parties an exclusive arrangement with respect to the subject matter of this MoU. The Parties retain the right to enter into similar arrangements with third parties.
- 7. **No Partnership or Joint Venture:** The Parties are independent parties and no Party shall have any power of representation whatsoever in respect of the other Party. The Parties do not purport to establish a joint venture or any other type of partnership by executing this MoU.
- 8. **Non-Binding Nature of this MoU:** With the exception of Article IV (Sharing of Internal Information / Confidentiality), this MoU merely constitutes a statement of the mutual intentions of the Parties and is not intended to create legally binding rights or obligations.

ARTICLE VI

This MoU may be terminated with 30 days' notice by either party. The MoU is hereby in effect for a period of **one (1) year** from the date of signing. It will be automatically renewed unless either party terminates MoU giving 60 days notice before the expiry date.

The lead contact individuals for the cooperative activities and programs are:

The Infrastructure Concession Regulatory Commission:

[Handwritten Signature]
.....

The Nigerian Governors' Forum:

[Handwritten Signature]
.....

The parties agree to this MoU on the *27th* day of *Sept* 2018

ASIS HANTA OKAURA
.....
(NAME, DESIGNATION, SIGNATURE)

As/Nigeria's Governors Forum

CHIDI IZUNABA
.....
(NAME, DESIGNATION, SIGNATURE)

As DG/CEO, ICRC