

MEMORANDUM OF UNDERSTANDING ON NATIONAL CONFERENCE ON FUNCTIONAL AND EFFECTIVE LG SYSTEM

This Memorandum of Understanding is made this _____
day of _____ 2017

Between

Vintage Press Ltd (*Publishers of THE NATION Newspaper*)/**CEEDEE Resources** (*a human resources, public affairs and media management outfit*) as one party and The **Nigeria Governors' Forum/Association of Local Government of Nigeria** as one party.

In accordance with the Memorandum of Understanding **Vintage Press Ltd/CEEDEE Resources** (hereinafter called Party A) and **NGF/ALGON** (hereinafter called Party B) jointly agree as follow:

ARTICLE 1

Party A conceptualises and holds national discourse forum, with institutional follow-ups for impact, in collaboration with key stakeholders.

Along this line, Party A has conceptualised a National Conference On Functional and Effective LG System and sought the collaboration of Party B as key stakeholder(s) for a successful implementation of the event through moral and financial supports.

Now, the parties agree:

ARTICLE 2

To jointly hold the conference as a DISARABLE national discourse with **The Presidency (Office of the Special Adviser to the Presidency** as partner) with from the following viewpoints:

- a. The Local Government (LG) system in Nigeria holds a critical role in the consolidation of democracy in the country. But because of the ambiguities in its status and responsibilities as enshrined in the 1999 Constitution, and the hue and cry that attended the generally poor performance of operators of the local government system between 1999 to date, the LG system has continued to dominate the centre-stage of national discourses and certainly has been a serious source of concern to policy makers, analysts and the general public.
- b. Practically, therefore, the national conference as a genuine platform designed to make accepted structural impact in Nigeria's LG System, is also a deliberate shift from frictions among major stakeholders to functionality and effectiveness, particularly for the general benefit of the system and Nigerians, which ultimately include the stakeholders.
- c. Key areas of discussion and agenda of the national conference are, as a result, limited to COMPARATIVE INTERNATIONAL STANDARDS, THE NIGERIA STANDARD and challenges in the areas of FUNCTIONALITY and EFFECTIVENESS. The conference is expected to be a KEY platform to achieve sustainable, practicable and substantially elevated structure of Nigeria's LG System, generally acceptable to Nigerians. It is a public opinion and consensus platform

to achieve what should become widely-accepted and structurally progressive but sustainable changes in the relevance, service delivery and bureaucratic bottlenecks of the LG System.

OBJECTIVES

Evidence of the unbending desire of the policymakers aimed at making the local government works since post-independent Nigeria to date is certain. **The Association of Local Government of Nigeria (ALGON)**, leveraging on the splendor, policy impacts of local government councils and performances in past, the 2017 conference seeks to unveil the imperatives for workings of the local government councils in Nigeria. Right from the very rich and exploratory investigations of seasoned panel presenters, exotic roundtable discussions and empirical cum investigative concurrent paper presentations, the conference will un-knot all the impediments to local government council in Nigeria. In addition, the conference will critique success stories from other countries and draw lessons for Nigeria's working of the local government. Accordingly, the conference will achieve the following:

- a. Provide a platform for scholars and practitioners to dissect and discuss the major impediments to Nigeria's local government process;
- b. Showcase, discuss research findings and exchange ideas on what went wrong, how and what we need to do for a rapid local government revival and growth;
- c. Expose and sensitize government institutions, regulatory bodies, industry practitioners and government on the imperatives for local government development in Nigeria;

- d. Create and mobilize awareness for local government potential for sustainable growth at the grass root.

ARTICLE 3

The parties also agree on the following modalities:

- Ai) PLATFORM:** THE NATION Newspaper, NGF, ALGON, CEEDEE Resources
- Aii) SUPPORT:** The Presidency
- B) PARTICIPATION & FUNDING:** Two to three participants from each local government of Nigeria at a total fee of ₦200,000 only by each LG payable by Party B through state governments' Joint Allocation Committee. Other non-fee participants include: **The NGF, The Presidency, ALGON, National Assembly** etc.
- C) VENUE:** Abuja
- D) DATE:** October 9th and 10th, 2017
- E) EXECUTION:** The project shall be executed through a central committee of the parties with powers to constitute and supervise implementation committees for specific roles.
- F) PROJECT ACCOUNT:** A project account with a signatory from each party shall be opened. The two signatories must be present for all transactions. All transactions are also subject to the approval of the central committee.
- G) NET:** Net profit shall be jointly shared among the parties in agreed ratio through the central committee

ARTICLE 4

No alteration or modification of the terms hereof shall be effective unless expressly agreed to in writing and signed by them and failure of any of the parties to object to any conduct of the other, shall not be construed as a waiver thereof of any wrongful conduct.

ARTICLE 5

Any dispute over the interpretation or execution of this Memorandum of Understanding shall be resolved amicably and should there be any failure in this regard; the Parties shall refer the dispute to an arbitrator to be mutually agreed by the parties.

ARTICLE 6

This Memorandum of Understanding shall come into force from the date of its signature and shall be valid for a period of four months, in the first instance. It may be reviewed after the expiration of the period, unless either party notifies, in writing, the other party, thirty days in advance, of its intention to terminate the Memorandum of Understanding before its expiration date.

ARTICLE 7

If performance of this programme is delayed, hindered or prevented or is otherwise frustrated by reason of *force majeure* which will mean any event beyond the control of the party affected, then the party so affected will promptly notify the other in writing. For the purpose of this clause, the expression '*Force Majeure*' means, but shall not be limited to, strikes or

labour disputes; fire, floods or other catastrophes; acts of God; embargo, riots, national emergencies, insurrection; acts of governments and generally any circumstances which are beyond the control of one party and hinder the performance of its obligations under the programme.

Upon acceptance in writing by the other party of the existence of any such event, or if the other party has failed to respond within ten working days, the obligations of both parties will cease or shall be suspended for an appropriate period of time to be arranged between the parties.

Party A

Party B

NGF
Ltd

Vintage Press

Post

Post

ALGON
Resources

CEEDEE

Post

Post

