

# **Memorandum of Understanding (MOU)**

**Between**

**Nigeria Governors' Forum (NGF)**

**And**

**United Nations Children's Fund (UNICEF)**

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**1. Background/Preamble**

The Nigeria Governors' Forum, hereafter referred to as NGF, is a platform where all the 36 State Governors meet to discuss issues of common interest and concern with the aim of fostering national unity, peace, development and progress in accordance with its Strategic Plan 2010-2012. The NGF's Secretariat is located at No 1, Deng Xiaoping Street, Off Junction, Asokoro Extension, Abuja

The United Nations Children's Fund, hereafter referred to as UNICEF, is the United Nations Agency mandated to advocate for the protection and promotion of the rights of children, to help meet their basic needs and expand their opportunities to reach their full potential. UNICEF mobilizes political will and material resources to help countries, particularly developing countries, ensure "first call for children" and to build their capacity to form appropriate policies and deliver services for children and their families. UNICEF works with national governments and development partners towards the attainment of sustainable human development goals adopted by the world community and the realization of the vision of peace and social progress enshrined in the Charter of the United Nations. UNICEF Nigeria Country Office is located at UN House, Plot 617/618, Diplomatic Zone, Central Business District, Garki, and Abuja.

This MOU takes cognizance of the existing cooperation framework between the Federal Government of Nigeria and the United Nations System in Nigeria as spelt out in United Nations Development Assistance Framework (UNDAF II) and the Country Programme Action Plan (CPAP). This MOU is complementary to the existing Basic Cooperation Agreement between the Federal Government of Nigeria and UNICEF.



Although this MOU is not a legally enforceable document, it is a demonstration of the resolve of the NGF and UNICEF to work together to deliver results for children and achieve the MDGs.

## **2. Purpose**

This Memorandum of Understanding (MOU) is to establish partnership between NGF and UNICEF for the purpose of promoting child friendly governance systems and values, and to influence State policy agenda for children. It is a deliberate effort to explore opportunities to leverage resources and to translate policies into results for children, especially to address the issues affecting the most disadvantaged children and families. The NGF and UNICEF are committed to working together in a spirit of partnership to ensure the recognition and realization of children's rights in Nigeria, as part of the on-going effort towards achieving national development aspirations and the MDGs from the perspective of equitable development.

## **3. Scope**

This MOU serves as an umbrella agreement that sets forth the general terms and conditions under which NGF and UNICEF will collaborate to influence government policy agenda for children. Cooperative activities may include but not limited to meetings, joint assessment visits, exchange of information on the situation of Nigerian children, advocacy for national and state policies, legislations, strategies and plans designed to address specific developmental challenges and promote the rights of Nigerian children

## **4. Agreement**

NGF and UNICEF agree to work together as follows:

Role of NGF

- i. NGF commits to the inclusion and involvement of UNICEF in specific initiatives and programmes that would give visibility as well as provide a credible platform for the promotion of children's rights, especially the most vulnerable in Nigeria.
- ii. To share information on issues affecting children.
- iii. Support policies, legislations, strategies and plans aimed at addressing development challenges affecting Nigerian children, especially to ensure equitable access to social and protective services and information in order to promote child rights for all children.

- iv. Provide regular update on progress being made towards the realization of the rights of Nigerian children.
- v. Undertake joint field assessment visits as deemed appropriate.
- vi. Ensure mobilization of adequate human, financial and material resources in support of child development initiatives and interventions in all the States of the federation.

#### Role of UNICEF

- i. To share information on issues affecting children within the framework of international standards and UN rules and regulations.
- ii. Support policies, legislations, strategies and plans aimed at addressing development challenges affecting Nigerian children, especially to ensure equitable access to social and protective services and information in order to promote child rights for all children.
- iii. Provide regular update on progress being made towards the realization of the rights of Nigerian children
- iv. Undertake joint projects and field assessment visits as deemed appropriate
- v. Ensure mobilization of adequate human, financial and material resources in support of child development initiatives and interventions in all the States of the federation within the framework of CPAP
- vi. Provide technical assistance and advice as may be required from time to time on children issues.

### **5. FURTHER JOINT COMMITMENTS**

Any joint funding of activities by NGF and UNICEF will be based on a signed Project Cooperation Agreement (PCA) according to UNICEF rules and regulations

### **6. Terms**

This MOU shall take effect on the date of signature of both parties and will remain in effect for the period of 5 years from the date of signing this MOU.

This MOU may be amended in writing and at anytime by mutual agreement of both parties. Either NGF or UNICEF may terminate this MOU upon written notice.

This MoU is without prejudice to any other agreements which the NGF and UNICEF may have with other Agencies and Organisations.



Nothing in this MOU constitutes a waiver of the immunities afforded to the United Nations and UNICEF, pursuant to the Convention on the Privileges and Immunities of the United Nations, 1946 (to which Nigeria has been a party since June 26<sup>th</sup>, 1961) and the Basic Cooperation Agreement between the Government of Nigeria and UNICEF dated December 2nd, 1997.

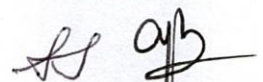
## 7. **Confidentiality/Non-Circumvention**

7.1 All information disclosed by either Party herein (disclosing Party) to the other Party in regard to any aspect of the relationship contemplated by this MoU and pursued by the Parties as well as the identities and particulars of third parties introduced by one party to the other constitutes valuable confidential information, which is the sole property of the disclosing party. Such confidential information includes telephone numbers, addresses (surface and electronic), telex numbers, fax numbers etc. of contacts/sources. Neither party shall use such confidential information to its singular advantage (to the exclusion of the disclosing Party) without obtaining the consent of the disclosing Party to such use.

The term "confidential information" shall not include information, which is in the public domain or is already in the custody of the other Party

7.2 The Parties covenant for themselves and all such of their respective employees as may become seized of the confidential information aforesaid, disclosed by the other Party to:

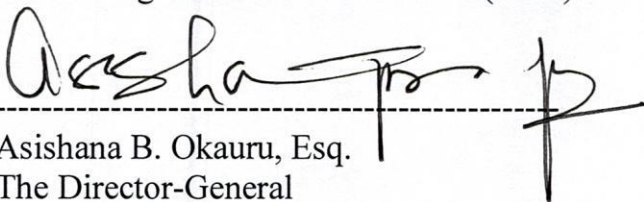
- i) Hold the said information in confidence and not discuss, communicate or transmit to others not entitled or authorised to know or make any unauthorized copy of or use the information for any purpose unrelated to the purpose for which it was disclosed;
- ii) Use the said information solely in furtherance of the endeavour in regard to which it was disclosed;
- iii) Take all reasonable action to prevent unauthorised use or disclosure of and to protect the confidentiality of all such information aforesaid and the interests of the disclosing Party in the information; and
- jv) Determine between themselves the extent, limit and timing of disclosure that shall be made to third parties, if necessary.



## 8. Acceptance

The undersigned parties hereby accept the terms of the MOU

For the Nigeria Governors' Forum (NGF)

  
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Asishana B. Okauru, Esq.  
The Director-General

Date 27-01-2011

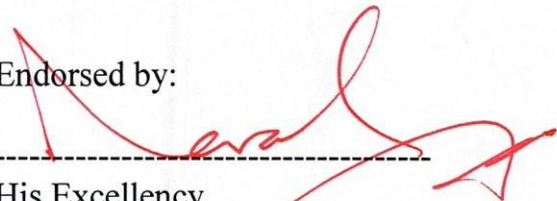
For the United Nations Children's Fund (UNICEF)

  
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Suomi Sakai  
UNICEF Country Representative  
Nigeria

Date 27 January 2011

Endorsed by:

  
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His Excellency  
Dr Abubakar Bukola Saraki  
Chairman, Nigeria Governors' Forum (NGF)

Date 31/1/11