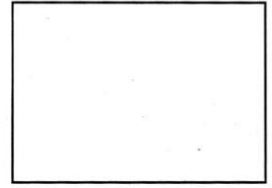


Draft



**Memorandum of Understanding  
MOU**

**Between**

**BELFER CENTER,  
JOHN F. KENNEDY SCHOOL OF GOVERNMENT,  
HARVARD UNIVERSITY  
BCHU**

**And**

**NIGERIA GOVERNORS FORUM  
NGF**

**Memorandum of Understanding Between  
BELFER CENTER of Science and International Affairs, John F. Kennedy  
School of Government, Harvard University and  
NIGERIA GOVERNORS FORUM**

WHEREAS, The Belfer Center of Science and International Affairs, John F. Kennedy School of Government, Harvard University, USA, hereinafter, where appropriate, referred to as **BCHU, located at 79 JFK St., Cambridge, MA 02138;**

WHEREAS, the Nigeria Governors Forum, Nigeria, hereinafter referred to as NGF, with headquarters at 1 Deng Xiaoping, Asokoro Extension, Abuja, is the coordinating secretariat for its member governors representing thirty-six states of the Federal Republic of Nigeria;

WHEREAS, BCHU is a renowned Center addressing cutting edge issues on International security, science, technology and public policy issues, environment and natural resources programs, intrastate conflict programs and are exceptionally equipped to draw resources from John F. Kennedy School of Government to develop a training curriculum and provide capacity building programs for member governors of the Nigeria Governors Forum and their respective senior staff;

**Now, therefore,** BCHU and NGF have agreed to the following:

**A) PURPOSE**

The purpose of this MOU is to provide the framework for a partnership arrangement between BCHU and NGF to develop capacity building programs and special consulting services to improve best practices, governance and leadership skills for thirty-six member governors of NGF and their senior staff. The capacity will be mobilized by BCHU to deliver know-how and skills to improve the over all effectiveness of NGF members and the efficiency of their executive offices.

**B) AREAS OF COOPERATION**

The activities shall include but not be limited to the provision of leadership, management and technical training to the Nigerian governors, their senior staff and staff of the NGF, coordinated in partnership with William Worldwide and its Associate Ambassador Howard F. Jeter as consultants. They are to be implemented as per the schedule below:

Phase I: Up to twelve governors per quarter starting this fall (October 2009).

Phase II: Up to twelve governors per quarter starting in winter (January/February 2010)

Phase III: Up to twelve governors per quarter starting in spring (April/May 2010)

Each Phase of the program is agreed to last a period of one week.

**C) FUNDING**

NGF will provide to BCHU the following funding representing Total Cost Of Program (TCOP):  
\$.....

At no time is NGF liable for more than this ceiling amount, except a request for bill adjustment is submitted in writing by BCHU and approved by NGF.

1. Twenty-five percent of the above funding will be provided to BCHU not more than sixty days after the signing of the MOU and the entire balance paid in full thirty days before the program commences.

Workshop expenses, venue rental, audiovisual and computer equipment rentals (if necessary), light catering, program handouts, translations, printing and local program administrative cost are all included in the TCOP.

NGF member participants will be responsible for arranging their housing, food, special needs services and ground transportation during the course of the program with assistance from the consultants in collaboration with NGF secretariat staff.

2. NGF and or BCHU may seek for financial assistance from several international development agencies to augment program cost, but it is understood that NGF member governors will be the principle funding source for this program.

#### **D) IMPLEMENTATION OF THE MOU**

1. The designated signatories shall make the necessary arrangements to ensure satisfactory implementation of the Partnership as provided in this MOU.
2. The parties agree to facilitate the terms and spirit of this MOU in partnership with the consultants and to communicate systematically to exchange views and report on accomplishments with regard to this MOU.
3. Whenever the receipt of funding from NGF or the timely completion of the activities by BCHU is delayed or disrupted, BCHU and NGF will jointly investigate all possible remedial actions to be taken.
4. Program will not be rescheduled from the agreed date without sufficient notification of BCHU in writing at least sixty days before the program date.
5. Participants may not be merged to another session to maintained an agreed class size and no special program may be arranged for participants who were not able to attend during their previously scheduled dates.
6. TCOP is non-refundable after it is paid in full.

#### **E) GENERAL PROVISIONS**

##### **1. DURATION**

- 1.1 This MOU shall be valid upon signature of the designated implementation parties for six years and may be renewed on its anniversary. It is understood that either party is at liberty to terminate it at any time, after furnishing to the other party a written notice of termination 3 months in advance of the date on which the party furnishing such notice wishes to have the MOU terminated.
- 1.2 Without prejudice to the foregoing, steps shall be taken to ensure that termination of this MOU will not be prejudicial to any activities or programmes undertaken within the framework of the MOU or to the completion of tasks for which binding obligations exist.

##### **2. AMENDMENT / MODIFICATION**

- 2.1 The present MOU, may be modified and/or amended at any time by the signatories, by mutual written MOU through exchange of formal amendments.

##### **3. CONTACT POINTS / COMMUNICATION AND NOTIFICATION**

- 3.1 For purposes of communications or notices with respect to this MOU, NGF shall be represented by the Director General of the secretariat with special designation for program planning and implementation in partnership with the consultants and BCHU shall be represented by Dr. Robert Rotberg and or designated associates of Belfer Center, John F. Kennedy School of Government, Harvard University.
- 3.2 Unless otherwise specified, all communications between the Partners should be between the above representatives and the consultants must be copied on all correspondence.

##### **4. STATUTORY COMPLIANCE**

- 4.1 This MOU is not intended to create a legal and binding obligation to expend funds or resources by either party, but is a statement of bona fide intent of the Parties. It sets forth the entire understanding of the Parties in respect of the collaboration considered.



**F) BCHU LEGAL STATUS**

Belfer Center is a distinguished research institute and part of John F. Kennedy School of Government and enjoys the privileges and resources of Harvard University. NGF employee and or consultants shall not be considered in any respect as being officials or staff members of BCHU.

**G) SIGNATORIES**

In witness hereof, the Parties hereto have signed this MOU in 2 original copies in English on the date(s) herein below indicated.

Cambridge Mass, On, \_\_\_\_\_

Dr. Robert Rotberg-----  
For and on behalf of BCHU

Cambridge Mass, On, \_\_\_\_\_

Name: \_\_\_\_\_  
For and on behalf of BCHU

Washington, DC, on \_\_\_\_\_

Mr. A.O. Okauru-----  
Director General  
For and on behalf of NGF.

Washington, DC, on \_\_\_\_\_

His Excellency Bukola Saraki-----  
Governor Kwara State/Chairman NGF  
For and on behalf of NGF.

Consultant Witness on \_\_\_\_\_

Hon. N.E. William-----  
William Worldwide

Consultant Witness on \_\_\_\_\_

Ambassador Howard F. Jeter-----