

**AGREEMENT¹ BETWEEN THE GOVERNMENT OF
INDIA AND THE GOVERNMENT OF THE FEDERAL
REPUBLIC OF NIGERIA ON ECONOMIC
AND TECHNICAL COOPERATION**
Lagos, 2 August 1979

The Government of the Republic of INDIA

AND

The Government of the Federal Republic of NIGERIA,

RECOGNISING the friendly ties existing between the peoples of India and Nigeria;

CONSIDERING THAT the peoples of India and Nigeria have a common interest in economic progress and that their joint efforts to exchange technical knowledge and skills will assist in achieving this objective;

BEING MUTUALLY DESIROUS of advancing the closest possible cooperation in the economic and technical fields on the basis of equality and mutual benefit;

BELIEVING FIRMLY THAT such cooperation between peoples of the two countries will advance further the co-operative effort;

HAVE agreed as follows :

Article 1

The Government of the Republic of India and the Government of the Federal Republic of Nigeria shall facilitate and promote, in conformity with the provisions of this Agreement, any form of economic and technical cooperation as they may deem useful to the economies of their respective countries.

Article 2

The implementation of economic and technical cooperation between the Contracting Parties shall be effected through separate

1. Came into force on 2 August 1979.

Protocols to be concluded between authorised institutions or bodies of the said Contracting Parties, subject to the approval of the two Governments and in accordance with the laws or regulations in force from time to time in each country.

Article 3

The fields of co-operation envisaged in Article 1 above shall *inter-alia* the following :

- (a) Establishment of industries;
- (b) Co-operation in the fields of agriculture; petroleum and mining;
- (c) Setting up of joint industrial enterprises;
- (d) Setting up and running joint commercial and technical enterprises;
- (e) Exchange of experts and advisers; training of counterparts;
- (f) Provision of consultancy services;
- (g) Extending training facilities for studies in academic and Industrial Institutions by students, scholars and technicians sponsored by either of the two countries to study in each other's country;
- (h) Extending facilities for surveys, geological studies, feasibility studies, research and execution of pilot projects;
- (i) Award of scholarships, organisation of study tours and seminars;
- (j) Organising exhibitions;
- (k) Exchange and purchase of licences, scientific and technical knowhow;
- (l) Taking all necessary steps to encourage tourism and facilitate travel between the two countries in accordance with their respective laws or regulations and including exchange of technical assistance and expertise between the organisations in the two countries employed in the promotion and marketing of tourism, and reciprocal publicity arrangements.
- (m) Any other form of co-operation that may be agreed upon by both Contracting Parties.

Article 4

The Indian Government shall assist the Nigerian Government, at the latter's request and on terms which are mutually acceptable, in the establishment and construction in Nigeria of industries or plants or research centres suitable for the industrial and technological development of Nigeria.

Article 5

In order to ensure the proper implementation of this Agreement and all other agreements, Protocols or contracts concluded by the Governments of the two countries concerning the economic, industrial, technical, commercial, scientific and cultural co-operation, an Indian - Nigerian Joint Commission shall meet at least once in a calendar year alternately in the capitals of the two countries.

Article 6

The Commission shall be responsible for co-ordinating all matters relating to co-operation between the two countries.

Article 7

The main objectives of the Commission are the following :

- (a) Promoting and co-ordinating the economic and industrial co-operation between the two Contracting Parties;
- (b) Considering proposals aimed at the effective implementation of all matters relating to co-operation between the two countries;
- (c) Working out proposals for the purpose of removing obstacles that may arise during the execution of any project established under this Agreement or any other agreement or protocol or contract between the two countries.

Article 8

- (a) The Commission shall be convened in ordinary sessions alternately in New De'hi and Lagos;
- (b) The date of each session together with the agenda for discussion shall be jointly agreed upon on the basis of the proposals presented by both parties;
- (c) An extraordinary session of the Commission may be held upon the request of either of the Parties and the agreement of the other party thereto;
- (d) The request for such extraordinary session of the Commission

shall be made in writing at least 60 days before the proposed date of meeting.

Article 9

- (a) Recommendations and decisions of the commission shall be set down in the protocols of the commission;
- (b) The Heads of the two delegations shall report on the implementation of the decision of the commission in each other's country.

Article 10

- (a) The Commission shall have two co-Chairman, one of who will chair the meeting on yearly basis; it being agreed that the first Chairman shall be the Head of the Indian party;
- (b) There shall also be two co-Secretaries and designated members of each party. The two co-Secretaries shall co-ordinate the activities of the Commission for the Contracting Parties. The Two co-Secretaries shall remain in touch with each other, during the inter-sessional period, and will be jointly responsible for preparing the agenda papers of the next Commission meeting. They will also call to the attention of the co-Chairmen any urgent business that may require their attention during the inter-sessional period;
- (c) During the deliberations of the Commission, Counsellors, experts, companies' representatives and technical personnel, depending on the nature and the importance of the problems to be examined, can also participate;
- (d) The two parties shall inform each other in due time, of the list of its representatives who would participate at each working session;
- (e) The Leaders of the two Parties to the Commission may jointly take decisions and make recommendations concerning urgent matters between sessions. Such decisions and recommendations shall be formalised in the Protocol of the next session by the two co-Secretaries.

Article 11

The Commission may set up working bodies, sub-Committees, mixed working and study groups of experts who will work under the supervision of the commission. The terms of references of such groups would be separately formulated by the Commission in each case. Such groups would continue their work during the inter-sessional period and file their reports through the co-Secretaries.

Article 12

The responsibility for the organisation, co-ordination and implementation of the recommendations and decisions shall rest with each Contracting Party.

Article 13

The provision of experts, advisers and other personnel by the Government of India, under this Agreement at the request of the Government of the Federal Republic of Nigeria, to fill existing vacancies in Nigeria shall be governed by a separate protocol to be concluded between the competent authorities of both countries.

Article 14

1. The Government of the Federal Republic of Nigeria hereby designates the Federal Ministry of Economic Development, and the Government of the Republic of India hereby designates the Ministry of External Affairs as the appropriate organs for the purpose of implementing this Agreement and other matters relating thereto.
2. Each Contracting Party shall have the right to designate, in writing, at any time, any other appropriate body, organization or Ministry in place of any of the ones already designated in the preceding paragraph.

Article 15

1. Any person acting under the authority of one Contracting Party in fulfilling any obligations in the territory of the other Contracting Party under this Agreement or under any separate protocols, contracts or agreements made thereunder, shall restrict his activities in the said territory strictly to matters relating to the Agreement, protocols, accords, contracts or agreements and shall observe the laws and regulations in force in the host country.
2. Experts or other persons seconded by one Contracting Party to carry out duties in the territory of the other Contracting Party under this Agreement shall do so in close consultation with the other Contracting Party or with persons or bodies nominated by it. Such experts or persons shall comply with any instructions issued by the other Contracting Party as may be appropriate to the nature of their duties.

Article 16

1. Any economic survey teams, technical experts, research missions, consultant engineers and others of one Contracting Party who have carried out any studies or surveys in the territory of the other Contracting Party under this Agreement shall prepare reports on their work and deposit copies of such reports with the other Contracting Party.
2. Each Contracting Party undertakes that it shall keep confidential any documents, information or data received or otherwise coming into its possession in the process of the implementation of this Agreement and shall not give such documents or copies thereof and such information or data to any other party without the prior written approval of the other Contracting Party.

Article 17

Each Contracting Party, receiving assistance in accordance with this Agreement, shall in so far as the same may be permissible under the laws or regulations in force in the country of such Contracting Party, extend to the experts and/or trainees of the other Contracting Party all such facilities and immunities as may be reasonably necessary for successful fulfilment of their duties under this Agreement.

Article 18

The Contracting Parties to this Agreement shall strive to settle any problem, dispute or difference between them and connected with this Agreement through mutual negotiation.

Article 19

- (a) This Agreement shall enter into force on the date of signature and shall remain in force for a period of five years thereafter.
- (b) This Agreement shall automatically be extended for additional periods of one year each, unless either party notifies the other of the intention to terminate the Agreement ninety days prior to the expiration of each period of one year.
- (c) At the expiration or termination of this Agreement, its provisions and the provisions of any separate protocols, contracts or agreements made in that respect, shall continue to govern any unexpired and existing obligations or projects, assumed or commenced thereunder.

And such obligations or projects, shall be carried on to completion.

IN WITNESS WHEREOF the duly authorised representatives of the Contracting Parties have hereunto set their hands and seals.

DONE At Lagos this 2nd day of August, 1979 in two originals, in English and Hindi languages, both texts being equally authentic.

For the Government of the
Republic of India

For the Federal Military
Government of the Federal
Republic of Nigeria

Sd/-
K. RUKMINI MENON (MRS)
High Commissioner for
the Republic of India

Sd/-
DR. OMONIYI ADEWOYE
Federal Commissioner for
Economic Development
