

MEMORANDUM OF UNDERSTANDING

BETWEEN

**NATIONAL HUMAN RIGHTS
COMMISSION**

(NHRC)

AND

**NIGERIA EXTRACTIVE INDUSTRIES
TRANSPARENCY INITIATIVE**

(NEITI)

DATED 20TH DAY OF JANUARY, 2026

THIS MEMORANDUM OF UNDERSTANDING, made this ^{30th} day
of January 2026

BETWEEN

The National Human Rights Commission (NHRC) with headquarters at No.19 Aguiyi Ironsi Street, Maitama, Abuja, (hereinafter referred to as 'NHRC') which expression shall where the context so admits include its agents, legal representatives and assigns) of the one part.

AND

THE NIGERIA EXTRACTIVE INDUSTRIES TRANSPARENCY INITIATIVE, a body established under and pursuant to the Nigeria Extractive Industries Transparency Initiative Act of 2007 (the "NEITI Act"), and having perpetual succession with a common seal (hereinafter referred to as "NEITI" which expression shall, where the context so admits, includes its successors-in-title or assigns) of the other part.

WHEREAS

- I. The Commission is a Nigeria's National Human Rights Institution (NHRI) with the mandate to deal with all matters relating to the promotion, protection and enforcement of human rights guaranteed by the 1999 Constitution of the Federal Republic of Nigeria (as Amended), African Charter on Human and People's Rights, the UN Charter, Universal Declaration on Human Rights and other Regional and International Human Rights Instruments to which Nigeria is a party.
- II. On 19 February 2004, the government of Nigeria demonstrated its commitment to the EXTRACTIVE INDUSTRIES TRANSPARENCY INITIATIVE (EITI) principles by being the first African country to adopt the principles and launch a national process for its implementation through the establishment of the Nigeria Extractive Industries Transparency Initiative (NEITI). The government's commitment was further manifested by the enactment of the NEITI Act, 2007, being the first country to do so in the global EITI, and the subsequent validation of Nigeria as a compliant country in 2011, having fulfilled all her obligations in accordance with the EITI Principles.
- III. NEITI, established by the NEITI Act, 2007, is charged with the responsibility, among other things, for the development of a framework for transparency

and accountability in the reporting and disclosure of all extractive industry companies of revenue due to or paid to the Federal Government.

1. RATIONALE FOR PARTNERSHIP

The purpose of this MOU is to establish a framework for collaboration and partnership between NEITI and NHRC, to promote and protect human rights, ensure effective delivery of services, and enhance cooperation on matters of mutual interest as well as promoting transparency, accountability, and the protection of civic space for CSOs working in the extractive sector in line with extant laws and Constitution of the Federal Republic of Nigeria.

2. OBJECTIVES

The parties agree to collaborate on the following activities:

- a. **Promote awareness** and understanding of human rights principles and laws in Nigeria's extractive industries.
- b. **Advocate for the implementation** of policies and practices that uphold human rights standards in Nigeria's extractive sector.
- c. **Conduct joint research, studies,** and initiatives aimed at addressing human rights issues in Nigeria's extractive sector.

3. ARTICLES OF THE MEMORANDUM OF UNDERSTANDING

It is hereby agreed as follows:

- a. Each party acknowledges that during the duration of this MOU they may become acquainted with or have access to confidential information belonging to the other, and agree to maintain the confidence of these information and to prevent its unauthorized disclosure to, or use by, any other person, firm, or company.
Each Party will ensure compliance with this obligation by its personnel.
- b. Neither Party nor its personnel will disclose or use any confidential information except to the extent that such disclosure or use is strictly necessary for the performance of this MOU, is required by a relevant law, is authorized by prior written approval from the other.
- c. Neither Party will use any confidential information received other than for the reasons listed above.
- d. Each Party will ensure that its personnel are aware of, and will comply with these obligations.

4. ROLES AND RESPONSIBILITIES

The Commission shall:

- a. Provide guidance, support, and technical assistance to CSOs on human rights-related matters in Nigeria's extractive industries.
- b. Collaborate with NEITI to raise awareness about human rights issues in the Nigeria's extractive industries through advocacy campaigns, events, and educational programs.
- c. Facilitate access to relevant information, data, and resources for CSO's initiatives in Nigeria's extractive industries.
- d. Engage CSO in consultations, dialogues, and policy discussions on human rights issues in Nigeria's extractive industries.
- e. Coordinate joint activities, projects, and campaigns in collaboration with CSOs.
- f. Monitor and evaluate the implementation of human rights programs and initiatives in Nigeria's extractive industries.
- g. Ensure a regular joint evaluation and review process with NEITI to track progress.

Nigeria Extractive Industries Transparency Initiative (NEITI) shall:

- a. Foster constructive dialogue among stakeholders, facilitating CSO concerns on extractive industry related human rights issues and/or harassment in the course of executing their advocacy engagements are addressed in the best possible manner.
- b. Commit to providing transparent access to public information regarding extractive industries, enabling the Civil Society Organisation and the NHRC to effectively monitor and advocate for the rights of CSOs in the extractive sector.
- c. Working collaboratively with the NHRC to address potential human rights violations related to Extractive industries covered by this MoU.
- d. Support training and capacity-building initiatives for CSOs, enhancing their ability to engage with the extractive sector and hold stakeholders in government, companies, investors, and CSOs themselves accountable to high Human Rights standards in accordance with extant rules and regulations.
- e. Facilitate mechanisms for monitoring compliance with this MoU between NEITI, CSOs and NHRC, ensuring that commitments made by all parties are reported on and followed appropriately.
- f. Ensure the CSOs engaging in the Extractive sector covered by this MOU are registered in the NEITI Data Base.

5. COMMENCEMENT, DURATION AND RENEWAL.

This MOU shall commence on the date above written and shall remain in effect for a period to be determined by both parties. Either party may terminate this MOU by providing written notice to the other party at least one month in advance.

6. LEGAL OBLIGATION

- a. This MOU shall not create a binding legal and financial obligation between parties.
- b. Parties hereby agree to the spirit of cooperation and collaboration as spelt out in this MOU.
- c. Where parties mutually agree to execute a project together, a new contract shall be duly executed to expressly represent the duties and obligation of the parties.

7. COORDINATION MECHANISMS

To ensure effective coordination and communication between NHRC and NEITI, the following mechanisms will be established:

- a. Regular meetings between designated representatives from NHRC and NEITI, to discuss ongoing activities, share progress, and address any challenges.
- b. Joint planning sessions to develop work plans, set priorities, and identify areas for collaboration.
- c. Establishment of focal points within each organization responsible for liaising and coordinating activities under this MOU.

Exchange of relevant information, reports, and updates on human rights issues, developments, and best practices.

8. GOVERNING LAWS AND DISPUTE RESOLUTION

- a. Any divergence of views, differences, disputes or claims by or between the parties arising out of the interpretation or implementation of the present MOU shall be promptly submitted to the other party.
- b. Parties shall endeavor to resolve the matter amicably. If all effort to resolve the dispute amicably fails, the dispute (or any unresolved aspect) shall be referred to the Alternative Dispute Resolution/Mediation Center at Abuja Multi-door House for all intents and purposes. The arbitration award will be final and binding on all parties to the arbitration.
- c. This MOU is governed by Nigerian law and the language of arbitration shall be English Language.

9. INTELLECTUAL PROPERTY AND GOOD FAITH

- a. Parties will share equal intellectual property rights to frameworks, proposals and all documents developed during the subsistence of this partnership and within the ambit of the MoU.
- b. Parties undertake to act in good faith with respect to each other's responsibilities and commitments under this MoU and adopt all reasonable measures to ensure that the objectives of the MoU are achieved.

10. TERMINATION

- a. This MoU may be terminated by either party through a written notification to the other party, by giving at least (30) days written notice with explanation for the early termination.
- b. Activities in progress at the time of termination shall be permitted to be concluded as planned unless otherwise agreed by parties.

11. AMENDMENT /MODIFICATION

Amendment/Modification to this MOU shall only be made by mutual consent of the parties upon the issuance of a written amendment/modification signed and dated by authorized officials of the parties.

12. NON-DISCLOSURE/USE OF LOGO

- a. No party shall issue any public statement on its individual contributions and activities, unless prior written consent of the other party is sought and obtained, except where the information is already in public domain.
- b. Any technical or business information in relation to this MoU shall be treated with all confidentiality. No disclosure of any information except with prior written consent of the other party.
- c. Parties shall mutually agree on any public communications regarding their initiatives to avoid any interference with their respective mandates and operations.
- d. Trademarks and Logos of each party to this MoU shall be used in common in this project by parties.
- e. Each party shall obtain prior oral or written consent of the other party to use its Trademark or Logo.

13. FORCE MAJEURE

- a. Neither party shall be liable to the other for its failure to perform any of its obligation under this MOU during any period in which such performance is delayed, or rendered impracticable or impossible due to circumstances beyond its reasonable control, including government regulations, fire,

labor unrest, interruption of supply of key materials, civil materials, civil disorders, terrorism and acts of God.

- b. Taking cognizance of 13(a) above, the party experiencing the delay shall notify the other party within thirty (30) days from the commencement of the circumstances.

14. FINANCIAL OBLIGATIONS

Parties do not have any financial obligation to each other under this MOU. Each party shall be responsible for its cost (if any) relating to its interests and demands arising from the implementation of this MoU, unless otherwise mutually agreed.

15. LIABILITIES AND ASSIGNMENTS

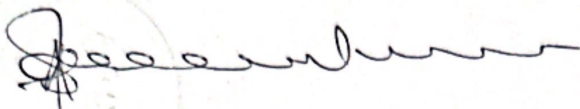
- a. Parties to this MoU agree that neither of the parties is the agent of the other and neither party is liable for the wrongful acts or negligence of the other.
- b. Each party shall be responsible for its acts, omission or negligence and those of its officers and agents.
- c. No party shall have the right to assign or in any way transfer any or all its rights or obligations under this MoU to third parties other than the ones named herein without prior written consent of the other party, provided that such consent should not be unreasonably withheld.

15. CONFIDENTIALITY

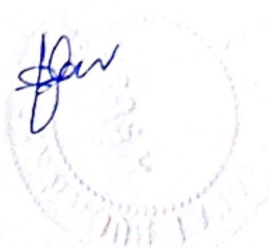
- a. Each party acknowledges that during the term of this MoU they may become acquainted with or have access to confidential information belonging to the other, and agree to maintain the confidence of these information and to prevent its unauthorized disclosure to, or use by, any other person, firm, or company. Each Party will ensure compliance with this obligation by its personnel.
- b. Neither Party nor its personnel shall disclose or use any confidential information except to the extent that such disclosure or use is strictly necessary for the performance of this MoU, is required by a relevant law or, is authorized by prior written approval from the other.
- c. No Party shall use any confidential information received other than for the reasons listed above.
- d. Each Party shall ensure that its personnel are aware of, and shall comply with these obligations.

IN WITNESS OF WHICH the parties have executed this Memorandum of Understanding in the way and manner below, the day and year first above written:

THE COMMON SEAL of the within named National Human Rights Commission is hereby affixed and duly delivered in presence of:



.....
Anthony Okechukwu Ojukwu, OFR, SAN, fcmc, npf.
Executive Secretary,
National Human Rights Commission

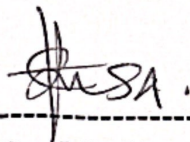


THE COMMON SEAL of the within named organization is hereby affixed and duly delivered in the presence of:



.....
Hon. Musa Sarkin Adar
Executive Secretary/National Coordinator
NEITI

Witness



Erisa Danladi Sarki Ph.D
Civil Society Representative on the NEITI NSWG