
MEMORANDUM OF UNDERSTANDING

between

THE NIGERIA EXTRACTIVE INDUSTRIES TRANSPARENCY
INITIATIVE

and

INDEPENDENT CORRUPT PRACTICES AND OTHER RELATED
OFFENCES COMMISSION

Dated the 2nd day of April 2021

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into this
... 2nd day of Sept ... 2021

BETWEEN

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

AND

INDEPENDENT CORRUPT PRACTICES AND OTHER RELATED OFFENCES COMMISSION, a body established pursuant to the Corrupt Practices and Other Related Offences Commission Act 2000 (the "ICPC Act") and having perpetual succession with a common seal (herein referred to as "ICPC" which expression shall where the context so admits, include its successors-in-title or assigns) on the other part.

NEITI and ICPC are hereinafter collectively referred to as "Parties" or individually as a "Party".

WHEREAS:-

- A. 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 towards eliminating all forms of corruption in the reporting and disclosure by extractive industry companies of revenue due to or paid to the Federal Government.
- B. The ICPC established by the ICPC Act 2000 is empowered to prohibit all forms of corrupt practices and other related offences.
- C. NEITI and ICPC have had several discussions on possible areas of cooperation for the mutual benefit of their respective mandates.
- D. NEITI and ICPC are desirous of entering into an MOU, setting out the terms of the cooperation in the performance of their respective mandates.
- E. NEITI and ICPC are fully authorized and capable of entering into this MOU.

OBLIGATIONS

Both parties hereto acknowledge that no contractual relationship is created between them by this MOU but agree to work together in the spirit of partnership to ensure that there is a responsive leadership in the execution of this MOU.

THE PARTIES HEREBY AGREE TO COOPERATE IN THE FOLLOWING AREAS:

- i. Information and data sharing between NEITI and the ICPC.
- ii. Quarterly meetings between NEITI and Extractive Sector Unit of the ICPC
- iii. Joint Operational, Preventive and Remediation action on governance, process and corruption issues in the extractive sector.
- iv. Regular Capacity Building and Trainings on Oil and Gas, Trade Investment Agreements and Tax within the Extractive sector.
- v. Joint participation in Committees such as the Inter Agency Committee on Illicit Financial Flows etc.
- vi. Investigation and prosecution (as applicable) of issues bordering on criminality emanating from the NEITI Audit Reports, Occasional papers and Policy Briefs.
- vii. Joint Dissemination of information such as reports of research products and activities jointly carried out.
- viii. And any other activity that the Parties may from time to time consider necessary.

MODALITIES OF COOPERATION

- i. This MOU is based on the EITI principles and the NEITI process.
- ii. NEITI and ICPC working together through meaningful consultation and collaboration will enhance accountability and transparency in the Extractive sector for the benefit of Nigeria and all Nigerians.
- iii. The Parties will, upon mutual agreement, hold meetings and consultations in order to exchange their practical experience and discuss issues of mutual interest.
- iv. Parties shall set up a Technical Working Group and ensure that the elected representatives regularly provide effective feedback to their Chief Executive Officers on outcomes of meetings and engagements.

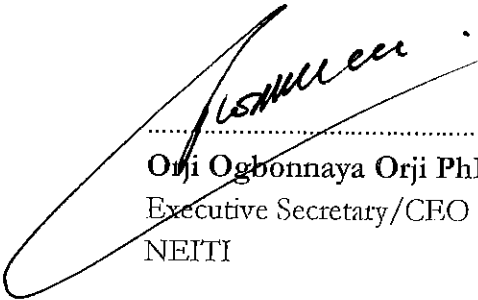
- v. The Parties will upon mutual agreement, co-operate on issues of mutual interest concerning professional training of their staff and shall develop guidelines for capacity building and joint trainings.
- vi. The investigation, prosecution and prevention activities arising from this MOU shall be carried out with diligent observance of the principles of the rule of law and respect for fundamental human rights.
- vii. Each party shall be responsible for and bear its own costs arising from the implementation of this MOU unless otherwise specifically agreed.
- viii. Parties shall render support and cooperation that may be required from time to time to achieve the objectives of this MOU.

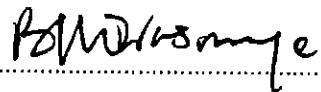
THE PARTIES FURTHER AGREE THAT:

- i. Any disagreements arising out of this engagement shall be tabled before the Chief Executives of NETTI and ICPC for resolution.
- ii. This MOU becomes effective the day it is signed by all parties to it. Any party wishing to withdraw from the MOU shall notify the other party in writing stating the reason for withdrawal.

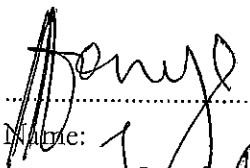
THIS MOU IS MADE THIS 2nd day of Sept 2021

SIGNED:

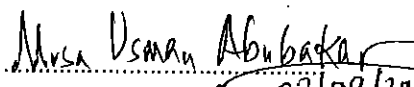

 Orji Ogbonnaya Orji PhD
 Executive Secretary/CEO
 NETTI


 Prof. Bolaji Owasanoye
 Executive Chairman
 ICPC

Witnessed by:


 Isaac Ojurumere
 Head, Legal
 NETTI

Witnessed by:


 Name: 02/09/2021
 Secretary to the Commission