

MEMORANDUM OF UNDERSTANDING

BETWEEN

**NATIONAL AGENCY FOR THE PROHIBITION OF
TRAFFICKING IN PERSONS (NAPTIP)**

AND

**INTERNATIONAL HUMAN RIGHTS COMMISSION
(IHRC).**

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made this ^{2nd}..... day ofSEPTEMBER 2020.

BETWEEN

National Agency for the Prohibition of Trafficking in Persons (NAPTIP), a Federal Government Agency established by the Trafficking in Persons (Prohibition) Enforcement and Administration Act, 2015, with its Headquarters situated at Plot 2028 Dalaba Street, Wuse Zone 5, Abuja, Nigeria, (hereinafter referred to as "**NAPTIP**") which expression shall where the context admits include its successors-in-title and assigns) of the **first part**,

AND

INTERNATIONAL HUMAN RIGHTS COMMISSION, an International Inter-Governmental Umbrella Fund duly registered with its Headquarters in Czech Republic on:- Loretanské náměstí 109/3, Hradčany 11800 Prague, ID No 05967023 and equally registered in Nigeria with the Federal Ministry of Industry, Trade and Investment with its Municipal Office at No. 12 Oke-Agbe Close, Ladoke Akintola Boulevard, Garki II, Abuja-FCT, Nigeria, (hereinafter referred to as "**IHRC**"), which expression shall where the context admits includes its successors-in-title and assigns) of the **other part**.

WHEREAS:

1. **NAPTIP** is a Federal Government Agency established to address the scourge of human trafficking in Nigeria and its attendant human rights abuses in all its ramifications.
2. **IHRC** is an International Inter-Governmental Organisation which protects and promotes human rights.
3. **NAPTIP** and **IHRC** (the 'Parties') are desirous of a collaboration to strengthen operational partnership to develop specific activities, projects or programmes to be implemented in a spirit of cooperation to further the protection and assistance of vulnerable persons.

1.0 DEFINITIONS

1.1 In this Memorandum of Understanding, the following terms shall have the meanings hereinafter ascribed to them except where the context dictates otherwise:

1.1.1 "Victims" mean victims of human trafficking and violence against persons.

1.1.2 "TIP" means Trafficking in Persons.

1.1.3 "Parties" means NAPTIP and The IHRC

NOW THIS MEMORANDUM WITNESSETH AS FOLLOWS:

2.0 AIMS AND OBJECTIVES

The Parties have engaged in discussion with the eventual understanding that **NAPTIP** will collaborate with **IHRC** to further the protection and assistance of recognized persons and other persons of concern to humanity and to seek solutions for their problems.

The objectives are as follows:

2.1 To protect, promote human rights of trafficked persons and find durable solutions for their condition.

2.2 To collaborate in order to provide needed aid to victims in need of necessary protection.

2.3 To address the needs of victims of trafficking in persons around the world in locations covered by **IHRC.**

3.0 THE PARTIES HEREBY FURTHER AGREE AS FOLLOWS:

3.1 The parties hereby agree that activities agreed and implemented pursuant to this framework of agreement shall be based upon the principles contained in their respective mandates.

3.2 In so far as the activities or projects for collaborative endeavor is between **NAPTIP** and **IHRC** same shall be subject to a separate agreement in the form of an exchange of letters.

4.0 RIGHTS AND OBLIGATIONS OF NAPTIP

In furtherance of the foregoing aims and objectives, NAPTIP shall have the following rights and obligations:

- 4.1 Shall demonstrate professional working knowledge of international human trafficking laws as per the 1951 refugee convention, other local and municipal legal instruments on related offences.
- 4.2 Shall demonstrate the ability and willingness to work in accordance with **IHRC's** global and country specific policy guidelines.
- 4.3 Shall support **IHRC** in meeting its resettlement capacity by deploying its personnel to assist in the implementation of mutually agreed activities.
- 4.4 Shall create a desk office for a personnel of the **IHRC** who will serve as a liaison officer with the gender unit of **NAPTIP**.
- 4.5 Shall be responsible for safeguarding and keeping confidential any and all unpublished information made available by **IHRC** to **NAPTIP** during deployment of personnel to designated projects.
- 4.6 Shall not publish any reports or papers, including strategy papers on the basis of information obtained in the course of deployment of personnel without the express prior permission of **IHRC**.
- 4.7 Shall exercise due care in all matters to avoid a conflict of interest and to uphold strict confidentiality with respect to refugees and related victims.

5.0 RIGHTS AND OBLIGATIONS OF IHRC

In furtherance of the foregoing aims and objectives, **IHRC** shall have the following rights and obligations:

- 5.1 Shall assist **NAPTIP** in the implementation of the activities that may be established pursuant to this MOU by making available to it information, support to personnel or other resources as agreed between the Parties.
- 5.2 Shall where feasible and on such terms as may be specifically agreed upon, provide **NAPTIP** access to its facilities to carry out the activities agreed pursuant to this MOU, including communications facilities for **NAPTIP** staff working under the terms of this MOU.
- 5.3 Shall assist in tracking down offenders of human trafficking around the world using the global network of volunteers of which millions of them are ICT experts.
- 5.4 Shall assist in the arrest of offenders through collaborating Agencies under the International Police Corporation and other global security organisations who are in partnership with **IHRC** around the world.
- 5.5 Shall be responsible for the proper use, custody, maintenance and care of all assets and shall return them to **NAPTIP** upon termination of this Agreement or conclusion of the specific project or activities pursuant to which they were provided.

6.0 DURATION

- 6.1 This MoU shall commence with effect from the date of execution by the final executing party and may be reviewed from time to time as the need arises based on the mutual agreement of the Parties.
- 6.2 Notwithstanding the provisions herein, any party shall be at liberty to propose a review, which may be accepted by the other party.

6.3 No party shall unilaterally terminate this MOU unless there is a breach of its provisions and one (1) month notice has been served in writing on the other party.

6.4 The termination of this MoU shall not affect any subsisting obligation under this MoU before the said termination. Therefore, the provisions of the MoU shall continue to govern any unexpired and existing obligation assumed or commenced hereunder, before the said termination, until they are fully completed or liquidated.

7.0 CONFIDENTIALITY

7.1 The Parties agree that this MOU shall remain confidential and that the following will be deemed 'Confidential Information.' For the purposes of this clause, 'Confidential Information' means:

- a. any information relating to, received or held by the Parties (or any of their Representatives as defined in 6.2) relating to referred survivors or victims as may be required for each Parties' use; and
- b. written information and information transferred or obtained orally, visually, electronically or by any other means in relation to this MoU; and
- c. information relating to the provisions of, and negotiations leading to this MoU.

7.2 'Representatives' as noted in 6.1 (a) means: in relation to a party, the Directors, Officers, Employees, Agents, Advisers, Accountants and Consultants of that party.

- a. Each party shall keep (and ensure that each of its Representatives keeps) Confidential Information and the terms of this MoU confidential and not disclose them to any person except (i) as this Clause permits or; (ii) as the other party approves in writing.
- b. The confidentiality obligation under this Clause shall not apply if and to the extent that a Party making a disclosure can demonstrate that:

- i. Disclosure is required by law or by any governmental, regulatory or supervisory body or authority of competent jurisdiction (provided that the disclosing party shall use its reasonable efforts to first inform the other party of its intention to disclose such information and take into account the reasonable position of the other party);
 - ii. The Confidential Information was lawfully in its possession or in the possession of any of its Representatives (in either case as evidenced by written records) without any obligation of confidentiality prior to it being received or held;
 - iii. The Confidential Information has become publicly available not through its fault (or that of any of its Representatives); and
 - iv. Disclosure is required for the purpose of any dispute between the Parties arising out of this MoU
- c. Each Party undertakes that it shall only disclose Confidential Information to any of its Representatives if it is reasonably required for purposes connected with this MoU and only if the Representative is informed of the confidential nature of the Confidential Information.

8.0 NOTICE

- 8.1 Any notices or other communications required to be given to any other party in connection within this MoU shall be in writing and shall be delivered and duly acknowledged or sent by courier to the head office of such party in Nigeria or by electronic means.
- 8.2 In the case of delivery by hand, notice shall be deemed to be duly given or made when delivered, and in the case of delivery by courier, from the date indicated on the courier's proof of delivery.
- 8.3 In the case of electronic mails, the receiver's acknowledgement by the same means or the print out

showing that the email was actually delivered to the other party shall be deemed to serve as sufficient evidence of delivery.

9.0 **FORCE MAJEURE**

9.1 If the performance of this MOU is delayed, hindered or prevented or is otherwise frustrated by reason of Force Majeure, then the party so affected will promptly notify the other in writing.

9.2 For the purposes of this clause, the expression "Force Majeure" means, but shall not be limited to, strike or labour disputes, fire, floods or other **catastrophes**, acts of God, embargo, riots, national emergencies, acts of governments, legislations and generally any circumstances which are beyond the control of one party and hinder the performance of its obligations under the MoU.

10.0 **DISPUTES AND TERMINATION OF THE MOU**

10.1 The Parties shall strive to settle any disputes arising out of or in connection with this MoU between them through mutual and reasonable negotiations.

10.2 Any dispute, claim or controversy arising out of this MoU, or breach, or termination thereof which cannot be amicably resolved between the Parties shall result in the termination of the MoU within sixty (60) days after written notice from the party desiring to terminate the MoU to the other party. Upon the expiration of the 60-day notice, the Parties' rights and obligations under this MoU shall immediately terminate.


10.3 Each party agrees not to disparage the other or any of its directors, officers, employees and agents in the event of the termination of this MoU or at any time during the duration of the Agreement.

11.0 GOOD FAITH

11.1 It is anticipated that both Parties will act in utmost good faith towards the terms and conditions of this MoU. Beneficence towards all intended beneficiaries of the MoU is of utmost importance and should not be compromised by either party for the sake of personal benefit.

IN WITNESS WHEREOF, the parties hereunto have set their Hands and Seals the Day and Year first above written.

THE COMMON SEAL of the within named **NATIONAL AGENCY FOR THE PROHIBITION OF TRAFFICKING IN PERSONS** is hereunto affixed in the presence of:


.....
DIRECTOR-GENERAL


.....
DIRECTOR (LEGAL & PROSECUTION)

THE COMMON SEAL of the within named **INTERNATIONAL HUMAN RIGHTS COMMISSION** is hereunto affixed in the presence of:

.....
COUNTRY HEAD


.....
WITNESS



