

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE GOVERNMENT OF THE REPUBLIC
OF LIBERIA**

AND

**THE GOVERNMENT OF THE FEDERAL
REPUBLIC OF NIGERIA**

ON

**SECURITY OF LIBERIA AND TRAINING
OF THE ARMED FORCES OF LIBERIA**

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF LIBERIA
AND
THE GOVERNMENT OF THE FEDERAL REPUBLIC OF
NIGERIA**

For the purpose of contributing some Nigerian Army personnel, equipment and services to the Government of the Republic of Liberia for the command, administration and training of the Armed Forces of Liberia (hereinafter referred to as "AFL") by Her Excellency, Mrs Ellen Johnson Sirleaf, President, Commander in Chief of the Armed Forces of the Republic of Liberia vide Enclosure 1 attached to the MOU.

WHEREAS

This agreement is between the Government of the Republic of Liberia and the Government of the Federal Republic of Nigeria (hereinafter referred to as the Parties).

The Government of the republic of Liberia (Hereinafter referred to as the "Liberia Government") has made a request to the Government of the Federal Republic of Nigeria (hereinafter referred to as the Nigerian Government).

The request is for contribution of some Nigerian Army, Nigerian Navy and Nigerian Air Force personnel, equipment and services by the Nigerian Government to Liberian Government for the training of the Armed Forces of Liberia.

The Nigerian Government has agreed to contribute the personnel, services and equipment as requested.

And the Parties wish to establish the terms and conditions of the contribution.

HAVE agreed as follows:

ARTICLE 1

INTERPRETATION

For the purpose of this MOU, unless the context otherwise requires:
Existing agreement means any agreement existing before this MOU was entered into for the period which a personnel; holds an appointment or is on tour of duty under this MOU.

Casualty evacuation - the rearward movement of the sick or wounded for treatment.

First line – that which is provided from the unit's own resources and it includes repair of equipment, casualty, supplying of material.

Second line – that which is provided from brigade resources or equivalent.

Third line – that which is provided from divisions resources.

Forth line – that which is provided at force level and above.

Year means a year according to Gregorian calendar.

Breach of agreement – means failure of a party to perform the agreement or any performance not in conformity with this MOU.

Personnel – includes a member of the Armed Forces of Nigerian or Armed Forces of Liberia.

Family member – means the wife and the children of the person on tour of duty whose care and welfare they are responsible for in accordance with their respective National Legislation.

Armed Forces – means Army, Navy and Air Force.

Dependents means member of the family of military personnel on tour of duty whom they are obliged to take care of.

Personnel on tour of duty – means a personnel of a party for the purpose of this MOU for a specific directive.

ARTICLE 2

PURPOSE

- 2.1 The purpose of this MOU is to establish the term and conditions for the contribution by the Nigerian Government of some Nigerian Army personnel, Nigerian Navy personnel and Nigerian Airforce personnel, equipment and services to the Liberian Government for the command, administration and training of the AFL.

ARTICLE 3

DOCUMENTS COMPRISING THE MEMORANDUM OF UNDERSTANDING

- 3.1 The entire provisions of this document and all the schedules attached thereto and listed hereunder shall constitute this Memorandum of Understanding (hereinafter referred to as the "MOU") between the parties.

These are:

FIRST SCHEDULE: Personnel to be provided by the Nigerian Government.

PART 1: HEADQUARTERS AFL

PART 2: TRAINING TEAM

ARTICLE 6

OPERATIONAL USE OF THE ARMED FORCES

- 6.1 The President of Liberia, shall either directly, or through the Minister of National Defense, determine the operational use of the AFL, and the President may under general, special or executive order or directives delegate the responsibility of the day- to – day operational use of the AFL to the Chief of Staff through the Minister of National Defense.
- 6.2 It shall be the duty of the Chief of Staff to comply with any directive given to him directly by the President of Liberia or through the Minister of National Defense under Article 6.1 of this agreement.
- 6.3 In this Article, "operational use of the AFL" includes the operational use of the AFL for the purpose of maintaining and securing public safety and public order.

ARTICLE 7

PERSONNEL CONTRIBUTION OF THE NIGERIAN GOVERNMENT

- 7.1 The Nigerian Government shall, for the purpose of this MOU, provide the Nigerian Army personnel Nigerian Navy personnel and Nigerian Airforce personnel listed in the first scheduled to this MOU.
- 7.2 Where a personnel is not listed in the First Schedule to this agreement and the Chief of Staff considers that he requires the personnel for the purpose of carrying out his duties under this agreement, he shall make a request in writing to the President of Liberia through the Minister of National Defense for that personnel to be provided by the Nigerian Government.

ARTICLE 8

MAJOR EQUIPMENT

- 8.1 The Nigerian Government shall for the purpose of this MOU, provide the equipment listed in Second Schedule to this MOU provided that the Government of Nigeria shall ensures that every equipment provided shall conform with the performance standard prescribed in the fourth schedule to this MOU, throughout the period of deployment of such equipment to the Liberian Government.
- 8.2 Wherein an equipment is not listed in second Schedule to this MOU, and the Chief of Staff considers that the equipment is necessary for the purpose of carrying out his duties under this MOU, he may make a request in writing for that equipment to the President of Liberia, through the Minister of National Defense.
- 8.3 An equipment not listed in Schedule 2 shall not be deployed unless a reply is received in writing approving the request.

ARTICLE 9

SELF SUSTAINMENT SERVICE

- 9.1 The Nigerian Government shall for the purpose of putting into effect of this agreement, provide the self sustainment services listed in Fourth schedule to this MOU. PROVIDED that the Nigerian Government shall ensure that every material listed shall conform with the performance standards prescribed in Fifth schedule to this MOU throughout the duration of the deployment or the use of the equipment.

- (2) The offence alleged against a person relates to treason, treasonable felony or conspiracy to commit treason.

ARTICLE 12

LEGAL MATTERS

- 12.1 Notwithstanding the provisions of Article 9 of this MOU where any personnel provided by the Nigerian Government pursuant to this MOU commits an offence against the laws of the Republic of Liberia and such offence is punishable by imprisonment of the less than one year, his tour of duty shall be terminated forthwith, and shall immediately be repatriated back home.

ARTICLE 13

APPLICATION OF THE ARMED FORCES ACT

- 13.1 Notwithstanding any provision MOU, where any personnel commits any offence, the Armed Forces Act Cap A20 Laws of the Federation of Nigeria 2004, and the Code of Conduct for Members of the Armed Forces in Foreign Operations shall apply.
- 13.2 The Nigerian Government reserves the right to recall any personnel on tour of duty under this agreement without stating any reason, but if this MOU is still in force, a suitable personnel agreeable to the Government of Liberia shall be nominated to replace him.
- 13.3 Wherein a personnel is recalled under the provisions of article 12.2 of this MOU the Government of the Republic of Nigeria shall undertake necessary measures for the realization of the recall in the shortest possible time.

ARTICLE 14

ARTICLE 14, CODE OF CONDUCT FOR PERSONNEL

- 14.1 Every personnel on tour of duty shall observe the existing rules in the military unit or agency where he is deployed.
- 14.2 Any personnel who breaches a rule or code of conduct or is involved in a disciplinary case is liable to be repatriated back to his home country.
- 14.3 The most senior officer of the unit or formation where the personnel is serving shall initiate the disciplinary process.
- 14.4 No personnel on tour of duty or any of their dependants shall take part in any political activity while on tour of duty.

ARTICLE 15

ADMINISTRATIVE MATTERS

- 15.1 Every personnel on tour of duty is entitled to annual leave once a year for a duration granted, and the Government of the Republic of Nigeria shall provide the flight ticket for that personnel. Provided that where the Chief of Staff requires any additional leave, he shall make a request to the President of Liberia, through the Minister of National Defense.
- 15.2 Where a personnel on tour of duty is granted the first pass to Nigeria the Government of the Republic of Nigeria shall be responsible for the flight ticket, but no person shall be entitled to a flight ticket for any subsequent pass in that year except as laid down in Article 14.3.

15.3 The person to whom this section applies shall be entitled to a flight ticket from the republic of Nigerian Government anytime he is granted pass to Nigeria.

- (1) The Chief of Staff or any personal staff nominated by him for a trip.
- (2) Any officer on official duty pursuant to this MOU.
- (3) Any personnel sent by the Chief of Staff.

ARTICLE 16

DUTY TOUR ALLOWANCE

16.1 All personnel on tour under this MOU are entitled to salary payable by their home government and not otherwise.

16.2 Without prejudice to the provisions of article 16.1 of this MOU, every personnel on tour of duty under this agreement shall be entitled to allowance, and the amount of such allowance shall be determined and payable by Nigeria Government but such allowance shall not be taxable

ARTICLE 17

MISSION OF PERSONNEL

17.1 No other mission or assignment shall be given to any personnel on tour of duty under this MOU by his home government provided that if approval is given to a personnel to attend a course or exams, he shall be excused if the duration of his absence does not exceed three calendar months.

17.2 If the absence of a personnel on course or examination exceeds 3 months his tour of duty shall be terminated and he or she shall accordingly be substituted with a suitable personnel

ARTICLE 18

TRAINING OF OFFICER CADETS

18.1 The Nigerian Government shall as soon possible on receiving a written request from the Government of Liberia commence the training of officer cadets for AFL at the Nigerian Defence Academy (NDA) or any other Nigerian Armed Forces training establishment.

18.2 Wherein a cadet has successfully completed his or her cadetship training under article 18.1 of the MOU, he or she shall be attested accordingly, and be issued the relevant certificate of completion, for commissioning as an officer of the AFL upon returning to Liberia.

18.3 Immediately upon successful completion of training, all **commissioned officers** shall be returned to the Republic of Liberia for service in the AFL, provided that where a cadet does not successfully complete his or her training for any reasons, he or she shall be immediately repatriated back to the Republic of Liberia and his or her status determined by the Government of Liberia, through the Minister of National Defense.

18.4 The exact number of officer cadets, to be trained in any batch, the date of commencement of training, and the duration shall be worked out and agreed by representative of both parties provided that the first set of trainees shall not be less **than thirty** (30) in number.

ARTICLE 19

MEDICAL SERVICES

- 19.1 Where a personnel is sick or wounded, first line medical treatment for him shall be provided by his unit.
- 19.2 Where second line medical treatment is required it shall be provided by a medical centre or its equivalent.
- 19.3 Where third line medical treatment is required it shall be provided by a field hospital or its equivalent.
- 19.4 Every personnel on tour of duty and any members of his family in the Republic of Liberia shall be entitled to free medical and dental care as provided in this agreement.

ARTICLE 20

FOURTH LINE CASUALTY EVACUATION

- 20.1 Where a Nigerian Army personnel or Nigerian Navy personnel or Nigerian Airforce personnel on tour of duty is sick and he requires to be evacuated for fourth line medical treatment, the Government of Nigeria shall pay for the cost of evacuation and the medical expenses provided that the sickness arose while in his unit or performing a duty under this agreement and not otherwise.

ARTICLE 21

NATIONAL SECURITY GUARANTEES

- 21.1 If any of the situations stated in this Article occurs, the Nigerian Government shall on request by the President of Republic of Liberia

provide adequate military forces and equipment to arrest the situation or restore it to normalcy.

- (1) Where the Republic of Liberia is under attack or threat of attack that constitutes external aggression.
- (2) Where its borders are being, or under threat of being violated.
- (3) For the purpose of maintaining the territorial integrity of Liberia by land, sea and air, or
- (4) For the purpose of suppressing internal insurrection, acting in aid of civil authorities to restore order when called upon to do so by the President of Republic of Liberia.

ARTICLE 22

DEATH OF A PERSONNEL

- 22.1 If a personnel under this agreement dies due to natural causes or any other cause, the body shall, unless otherwise agreed by the deceased family, be transported back to his home country and the government of Nigeria shall be responsible for all the transportation expenses.
- 22.2 Notwithstanding Article 21.1 if a personnel under this agreement dies representatives of both parties shall hold a joint meeting to determine the cause of death and where at the meeting the cause of death is attributed to the negligence of either party, the party who is negligent shall pay all the expenses for the burial formalities and a compensation to the family of the deceased. But the amount of compensation payable shall be determined solely by that party and not otherwise. The negligence of the employee or agent of a party shall be deemed to be the negligence of that party.

ARTICLE 23

MORALE

23.1 For the maintenance of morale, any member of the Nigerian Contingent who distinguishes him or herself may be recommended for commendation by the Government of Liberia to the Government of Federal republic of Nigeria. The Government of Liberia in addition and for the purpose of efficiency, may provide additional support to the Contingent that may not have been envisaged by the MOU.

ARTICLE 24

SECURITY OF GOVERNMENT OF REPUBLIC OF LIBERIA

24.1 The Nigerian Government shall protect the Government of the Republic of Liberia against any unconstitutional change of Government by any person or group of persons and accordingly the Nigerian Government shall:

- (1) Not accept or condone any unconstitutional change or attempt at unconstitutional change of Government of the Republic of Liberia.
- (2) Take all necessary measures to restore and maintain the authority of the Government of Liberia, if there is any unconstitutional change or attempt at unconstitutional change of Government of Liberia.

ARTICLE 25

NATIONAL SECURITY

25.1 Nothing in this MOU shall be construed:

- (1) To require a party to furnish any information the disclosure of which it considers contrary to its essential security interests.
- (2) To prevent a party from taking, either singly or with any other country or countries, any action which it considers necessary for the protection of its essential security interests, where such action relates to traffic of arms, ammunition or implements of war, or traffic in other goods and materials carried on directly or indirectly for the purpose of supplying a military establishment of any country, or which is taken in time of war or other emergency in international relations.

ARTICLE 26

POSSESSION OR EXPORTATION OF ARMS

- 26.1 No party shall permit the exportation or the transit of arms or ammunition into the territory of the other party without the prior written permission of that owner party.
- 26.2 Any person in possession of any arms or ammunition on the territory of the other party shall declare it as soon as he enters the territory of that other party.

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ARTICLE 27

INDEMNITY OF LOSS OR DAMAGE

- 27.1 Where a loss or damage to any equipment or material belonging to a

MOU occurs, the party may make a request to the other party for the setting up of a Joint Committee comprising of equal number of representatives of both parties to determine the cause of the loss or damage of that equipment and the other party receiving the request shall contribute the required personnel for the setting up of the Committee.

- 27.2 Where a Committee set up under Article 25.1 of this MOU is of the opinion that the cause of the loss or damage of the equipment or material is attributable to the negligence of a party that party who is negligent shall be wholly responsible for the replacement of that equipment or material.

ARTICLE 28

CONSULTATIONS

- 28.1 In the spirit of cooperation, the parties shall consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with the provisions of this MOU and all the Schedules thereto.

ARTICLE 29

SETTLEMENT OF DISPUTES

- 29.1 If any dispute arises between the parties relating to the interpretation or application of this agreement, it shall first be settled by negotiation between the parties. The parties shall set up a committee to resolve the dispute within 30 days.

29.2 Either party may, where the parties fail to reach a settlement by negotiation pursuant to Article 28.1 of this MOU any such dispute shall be resolved through diplomatic channels and not otherwise.

ARTICLE 30

COMPLAINTS

30.1 Any complaint that a party has committed a breach of this MOU for which a remedy is not provided elsewhere in this MOU shall at the request of the party making the complaint be immediately referred to a Joint Committee set up by both parties for a decision within 30 days, except both parties agree to an extension of time.

30.2 Where the other party does not implement the decision within 30 days of the recommendation, the complaint shall be deemed to be as dispute and it shall be treated in accordance with Article 28 of this MOU.

ARTICLE 31

GENERAL OBLIGATION OF PARTIES

31.1 The parties shall during the current of this MOU use their best endeavours and cooperate for the attainment of its provisions.

ARTICLE 32

STATEMENT OF STATISTICS

32.1 A party may request the other party to supply it with such periodic statements of statistics as may be reasonable required for the attainment of the agreement.

Schedules to this MOU and the statement of statistics shall be supplied to the party requesting it.

ARTICLE 33

VALIDITY OF OTHER TREATIES

33.1 Nothing in this MOU shall invalidate any other treaty or agreement that has been entered into or hereinafter to be entered into between the Government of the Federal Republic of Nigeria and the Government of the Republic of Liberia.

ARTICLE 34

DURATION OF DUTY

34.1 Where any personnel is appointed or holds office or otherwise on tour or duty under this MOU, he shall hold the office or appointment or be in that tour of duty for a period of two (2) years. The appointment or tour of duty shall become terminated.

34.2 An appointment or tour of duty under this MOU is subject to renewal for a period of (2) years before its expiration by a notice in writing conveying such renewal, provided that an appointment or tour of duty that has expired shall not be renewed any further if it has previously been renewed twice.

34.3 In calculating the period of time, a personnel is appointed to or holds an office, the period before this MOU enters into forces shall not be reckoned with.

ARTICLE 35

EXISTING AGREEMENTS

35.1 Where before this MOU:

- (1) Any personnel holds, or is appointed to an office under an existing Agreement between the parties, and the person continues to hold or is appointed under this MOU, he shall be deemed to be holding that office or appointment under this MOU.
- (2) Any current equipment is provided under an existing agreement and the equipment continues to be used under this MOU it shall be deemed to be provided under this MOU. Provided that no reimbursement is payable on any such equipment unless as previously agreed to before this MOU.
- (3) Where any sustainment service is provided under an existing agreement, and the sustainment service continues to be used under this MOU it shall be deemed to be provided under this agreement, provided that no reimbursement is payable on any sustainment service unless expressly agreed before this MOU.
- (4) Where the provisions of any existing agreement is inconsistent with any provision in this MOU, the parties shall set up a joint committee to harmonize the inconsistent provisions and make its recommendations to the Parties but its recommendations shall not come into effect unless approved in writing by both parties.

ARTICLE 36

AMENDMENT

36.1 Any proposal to introduce an amendment to this MOU emanating from a party shall be communicated to the other party in writing.

36.2. On receipt of a proposal under Article 34.1 of this MOU by other party, both parties shall set up a joint committee to consider the proposal, provided that no amendment shall become effective unless it is agreed to and the agreement is communicated to the other party in writing.

ARTICLE 37

ENTRY INTO FORCE

37.1 This MOU shall enter into force on the date it is signed by both parties.

ARTICLE 39

TERMINATION

38.1 Either party may at any time by notice in writing to the other party of its intention to terminate this MOU. In such a case, this MOU shall terminate six (6) months after the date of receipt of the notice by the other party, unless the notice to terminate is withdrawn by agreement before the expiry of this period.

38.2 Where this MOU is terminated in accordance with Article 29.1 of this MOU, representative of both parties shall immediately be constituted to draw up a timetable for withdrawal of all the personnel, equipment and services, and if the time table is agreed to by the parties, the withdrawal shall be carried out in accordance with timetable.

Sign.....
REPRESENTATIVE OF THE NIGERIAN
GOVERNMENT

Sign.....
REPRESENTATIVE OF THE LIBERIAN
GOVERNMENT

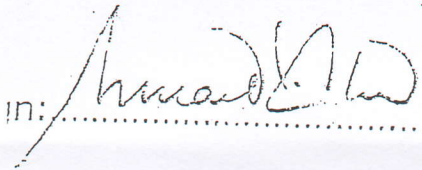
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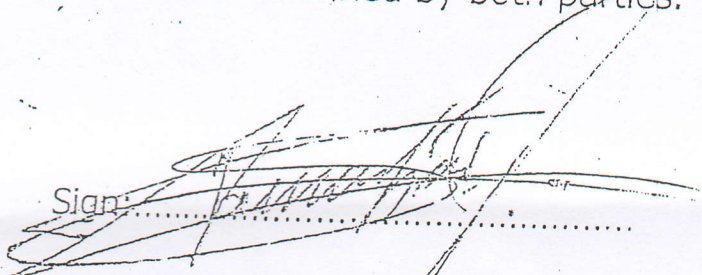
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ENTRY INTO FORCE

- 35.1. This MOU shall enter into force on the date it is signed by both parties.

in: 

Name: Mahmud Yayale Ahmed, CFR
Honourable Minister of Defence,
Federal Republic of Nigeria

Date: 22nd August 2007

Sign: 

Name: Brownie J. Samukai JR.
Honourable Minister of National Defence,
Federal Republic of Liberia

Date: 23rd August 2007