



Treaty Series No. 11 (1978)

Agreement

between the Government of the
United Kingdom of Great Britain and Northern Ireland
and the Federal Military Government of the
Federal Republic of Nigeria

on the Placement of Nigerian Students
in Colleges and Training Establishments
in the United Kingdom

Lagos, 1 September 1977

[The Agreement entered into force on 1 September 1977]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
February 1978*

LONDON

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AGREEMENT
BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF
GREAT BRITAIN AND NORTHERN IRELAND AND THE
FEDERAL MILITARY GOVERNMENT OF THE FEDERAL
REPUBLIC OF NIGERIA ON THE PLACEMENT OF NIGERIAN
STUDENTS IN COLLEGES AND TRAINING ESTABLISHMENTS
IN THE UNITED KINGDOM

The Government of the United Kingdom of Great Britain and Northern Ireland and the Federal Military Government of the Federal Republic of Nigeria :

Desirous of further promoting the friendly relations between their two Governments in the fields of Science and Technology :

Pursuant to the existing cordial relationship existing between their two countries;

Have agreed as follows :

ARTICLE I

Selection

The Federal Military Government of the Federal Republic of Nigeria shall finance the placement of Nigerian students in the United Kingdom in accordance with the terms of this Agreement.

2. The Nigerian Government shall inform the United Kingdom's High Commissioner in Nigeria of the names and qualifications of up to six hundred (600) persons nominated for training in the United Kingdom at Colleges of Further and Higher Education in the academic year 1977/78 with all such other information as may reasonably be required.

3. The Nigerian Government shall arrange for the said persons to attend such interviews and examination as the Government of the United Kingdom may consider necessary. The Government of the United Kingdom shall inform the Nigerian Government of which of the said persons are acceptable for training and what training may be provided in Britain.

4. On the basis of the entry qualification agreed with the Government of the United Kingdom the persons nominated by the Nigerian Government shall be accepted for training unless it is impossible to obtain a suitable institution in Britain.

ARTICLE II

Preparations

The Nigerian Government shall ensure that each student is provided with all documents necessary for his admission to the United Kingdom

including a certificate of good health issued within two months before his arrival in the United Kingdom.

2. The Nigerian Government shall provide each student with an air ticket to London and shall arrange for the students to travel to Britain in groups of not less than fifty (50).

3. The Nigerian Government shall keep the Government of the United Kingdom fully informed of the arrangements being made in accordance with the provisions of this Article.

4. Furthermore, the Nigerian Government shall provide medical treatment required by any student whilst he is undergoing this training, outside the National Health Service.

ARTICLE III

Training

The Government of the United Kingdom has agreed to undertake this arrangement initially for the academic year 1977/78.

2. Pursuant to this Agreement the Government of the United Kingdom shall endeavour to arrange the training required for each student in accordance with Article I of this Agreement.

3. The Government of the United Kingdom shall arrange for each group of students to be met on arrival in the United Kingdom, arrange for their overnight accommodation where necessary, arrange for their journey to their place of initial training and assist students to find suitable accommodation and generally provide such welfare services as it provides to other persons being trained in the United Kingdom under its auspices.

4. Subject to Article V (3) of this Agreement the Government of the United Kingdom shall arrange for the following payments to be made on behalf of each student in respect of the relevant training, namely all fees and essential incidental expenses for :

- (i) tuition at the said colleges and other institutions;
- (ii) any necessary educational visits or holiday courses; and
- (iii) necessary examinations.

5. Subject to Article V (3) of this Agreement the Government of the United Kingdom shall arrange for the following payments to be made, details of which are set out in the Schedule annexed, to each student while in the United Kingdom:

- (i) a clothing grant and book allowance on arrival at the place of initial training; and
- (ii) a monthly stipend payable in advance on the first day of each month.

6. The Government of the United Kingdom shall arrange for the supervision of the progress made by each student and provide reports to the Nigerian Government at the end of each term and also whenever else it

may in its opinion be necessary throughout the period each student is in the United Kingdom. The said report shall be discussed by the two parties to this Agreement and any action thereon be agreed between them.

ARTICLE IV

Termination of Training

If in the opinion of the Government of the United Kingdom after consultation with the Nigerian Government it is decided that a student has failed to make adequate progress in the training or his health or his conduct, whether in connection with his training or otherwise, is such as to make it inadvisable that he should continue his training or remain in the United Kingdom, the Government of the United Kingdom may terminate his training and in such a case he shall return home forthwith at Nigerian Government expense.

2. All students shall return to Nigeria at Nigerian Government expense at the end of each academic year or the termination of their training unless it is agreed that a student shall continue to be trained in Britain after the end of each academic year. The student's return to Nigeria shall be as soon as reasonably possible but subject to Article V (3) of this Agreement the Government of the United Kingdom shall arrange for students to fly home and shall keep the Nigerian Government informed accordingly.

ARTICLE V

Finance

The Nigerian Government accepts responsibility to pay for the costs of the training as set out hereunder:

(i) In consideration of the services provided hereunder the Nigerian Government shall pay to the agent of the Government of the United Kingdom at the Midland Bank, New Bond Street, London W.1 Account No 20183253 a fee in respect of each student and the disbursements made by the Government of the United Kingdom under the heads of expenses as set out in the Schedule annexed hereto in the following manner:

(a) not later than 1st September 1977: Pounds Sterling 916,000 (Nine hundred and sixteen thousand pounds sterling) which includes the fees of the agent of the Government of the United Kingdom;

(b) on 1st February 1978: the second payment as defined below; and

(c) not later than 1st November 1978: the balancing payment (if any) as defined below.

2. A. The agent of the Government of the United Kingdom shall invest all moneys received in respect of the said heads of expenses and

not required to be expended hereunder within one month of receipt in the money market and shall withdraw it as and when further expenditure is required. Any interest earned thereon shall be re-invested and shall be accounted for in calculating the second payment and the balancing payment made by the Nigerian Government to the Government of the United Kingdom.

- B. The Government of the United Kingdom shall not later than 1st January 1978 present to the Nigerian Government a statement of account up to some convenient date showing all payments made by the Nigerian Government to the Government of the United Kingdom hereunder (including any interests earned as aforesaid), all disbursements made by the Government of the United Kingdom under the heads of expenditure to that date, and an estimate of such disbursements as are likely to be made under this Agreement. The difference between the said payments and the sum of the said disbursements made and likely to be made and the fees of the agent of the United Kingdom Government shall be the second payment.
- C. The Government of the United Kingdom shall not later than 30th September 1978 present to the Nigerian Government a similar statement of account. The said difference shown thereby shall be the balancing payment.
- D. The Government of the United Kingdom shall, if the second payment is in favour of the Nigerian Government, make such payment to the Nigerian Government forthwith.

3. The Government of the United Kingdom shall not be bound to make any payment hereunder unless and until the Nigerian Government has made a sufficient payment therefor under the said heads of expenditure.

ARTICLE VI

General

The Nigerian Government shall appoint a manager resident in the United Kingdom with full power to act on its behalf on all matters concerning any of the students in the United Kingdom.

2. The Government of the United Kingdom shall appoint the British Council to act on its behalf for the purposes of this Agreement.

3. Any dispute arising under or in connection with this Agreement shall be settled by consultation between the parties through diplomatic channels or, if no such settlement is possible, by reference to an arbitrator agreed by them or, if they cannot agree on an arbitrator, by an umpire chosen by the persons suggested by each party as potential arbitrators. The decision of the arbitrator or umpire shall be final and binding on both parties.

4. This Agreement shall enter into force on the date of signature.

5. This Agreement shall not prejudice the implementation of any other Agreements or Arrangements that may be concluded by the contracting parties.

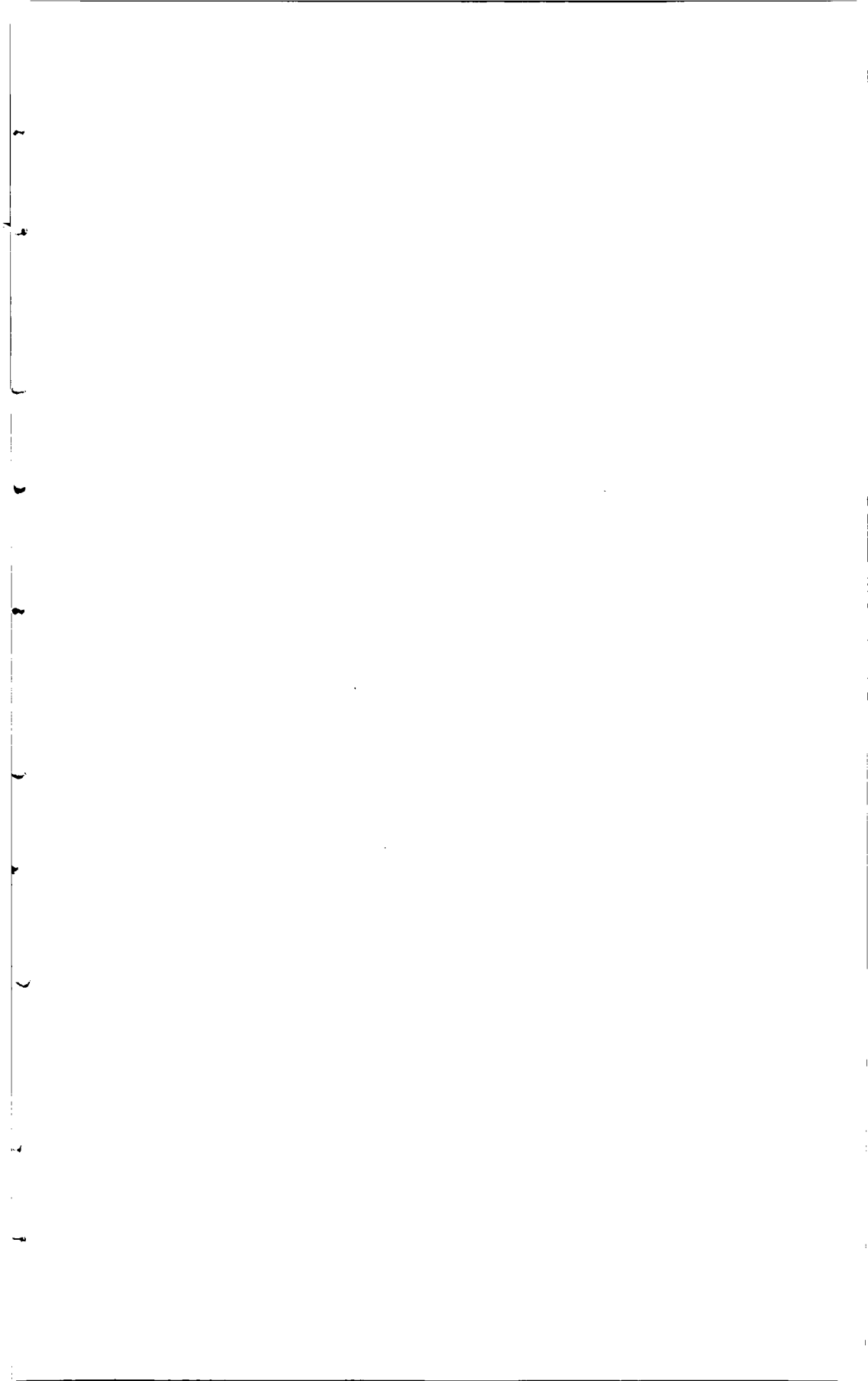
Done in duplicate at Lagos this first day of September 1977 in two originals in the English language, both texts being equally authentic.

For the Government of the United Kingdom of Great Britain and Northern Ireland J. R. WILLIAMS.	For the Federal Military Government of the Federal Republic of Nigeria V. L. ODUWAIYE.
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Schedule

Estimated Cost for 400 Students

Heads of Expenses	Estimated Amount (Pounds Sterling)
Stipends at £200 per month (12 × 400)	960,000
Book Allowance at £100 × 400	40,000
Clothing Grant at £100 × 400	40,000
Tuition Fees (including examinations, additional courses and incidental expenses)	168,000
Air Fares to Nigeria at £270 × 400	108,000
First Night Accommodation, travel in Britain, compensation for cancellation of booked accommodation	12,000
	1,328,000
Fee of the Agent of the Government of the United Kingdom at £170 × 400	68,000
	1,396,000
Estimated Total	1,396,000



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