



GLOBAL MEMORANDUM OF UNDERSTANDING (GMOU) TOOLKIT

Issued according to Executive Order No. 2 of 2023, “for development, adoption and implementation of a Framework for Responsible and Inclusive Land Intensive Investment in Agriculture (FRILIA) in Kwara State” issued on 15th December 2023

1.1 Introduction to GMOU Toolkit

The Global Memorandum of Understanding (GMOU) toolkit provides legal guidelines and regulatory compliance for land acquisition and implementation of agricultural and development activities pertinent to the operationalization of FRILIA.

1.1 Scope of the Toolkit

The GMOU toolkit complements other FRILIA toolkits, specifically:

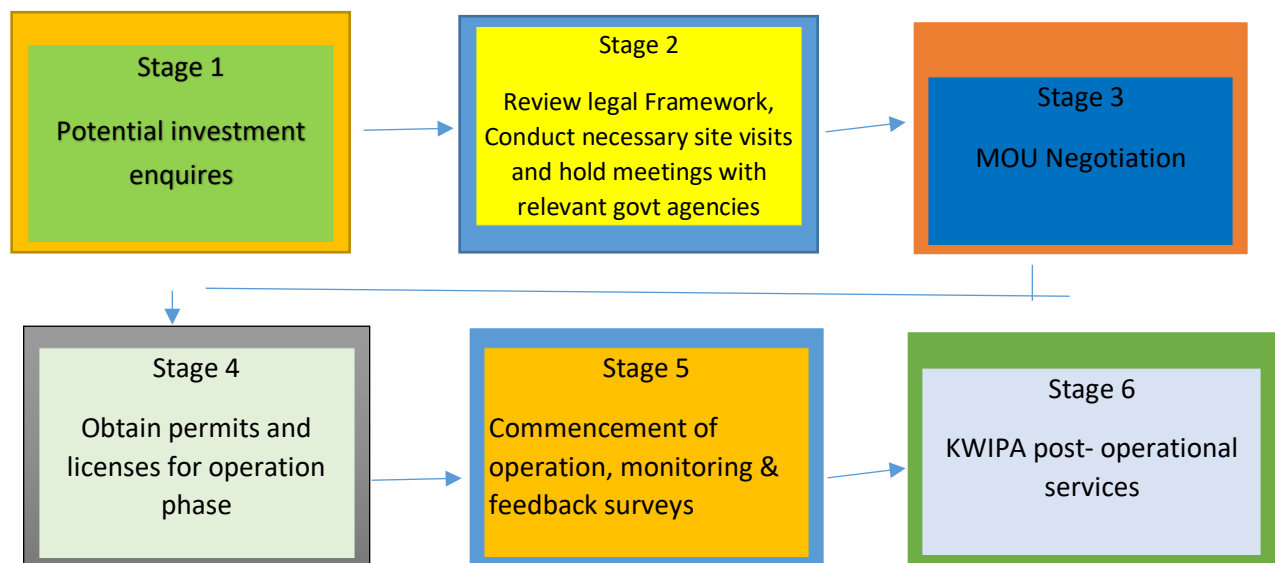
- Environmental and Social Risk Management Toolkit
- Out-growers and Food Security Toolkit
- Land Access, Easement, and Involuntary Resettlement Management Toolkit
- Community Needs Assessment and Development Toolkit
- Grievance Redress Mechanism Toolkit

1.2 FRILIA Principles applicable to the GMOU Toolkit

- Investments should be consistent with and contribute to policy objectives, including poverty eradication, food security, sustainable land use, employment creation, and support to local communities (FRILIA principle 1.1);
- Land acquisition and related adverse impacts will as much as possible be minimised or avoided (FRILIA principle 1.3)
- Communities have the opportunity and responsibility to decide whether or not to make land available, based on informed choices (FRILIA principle 1.6);
- Investments should be monitored (FRILIA principle 1.7);
- Investments should safeguard against the dispossession of legal tenure rights (FRILIA principle 2.1).
- Existing legitimate rights, including customary and informal, and rights to common property resources, should be systematically and impartially identified (FRILIA principle 2.2);

- Compensation standards are to be disclosed and applied consistently (FRILIA principle 3.1);
- Adequate compensation will be provided to purchase replacement assets of equivalent value and to meet any necessary transitional expenses before taking of land or restricting access (FRILIA principle 3.3);
- Safeguard against environmental damage unless adequately mitigated (FRILIA principle 4.1);
- Promote community, individual, and worker safety (FRILIA principle 4.4)
- Promote fair treatment, non-discrimination, and equal opportunity of workers and prevent all forms of forced and child labour (FRILIA principle 4.5);
- Promote the use of recognised good practices related to hazardous materials generated (FRILIA principle 4.6).

2 FRILIA GMOU TOOLKIT APPROACH



The GMOU toolkit is applicable during the following KWIPA project investment stages:

3 GMOU TEMPLATES

- GMOU Template 1: MOU between KWSG and investor
- GMOU Template 2: Crop registration procedure in Nigeria
- GMOU Template 3: List of regulatory bodies

- GMOU Template 4: List of agricultural research institutes in Nigeria
- GMOU Template 5: MOU between investors and community members for Implementation of community development projects
- GMOU Template 6: MOU between investors and out-growers

MEMORANDUM OF UNDERSTANDING¹

DATED THIS ----- DAY OF ----- 20---

BETWEEN

KWARA STATE GOVERNMENT

AND

NAME OF INVESTOR

This **MEMORANDUM OF UNDERSTANDING** is made this ---- Day of-----20--,

BETWEEN

KWARA STATE GOVERNMENT OF THE FEDERAL REPUBLIC OF NIGERIA (hereinafter referred to as “**KWSG**”) the expression shall where the context so admits include its representatives, executives, administrators, agents of the **ONE PART**

AND

[NAME OF THE INVESTOR] of [Address of investor] (hereinafter referred to as “**THE INVESTOR**”) the expression shall where the context so admits include its directors, contractors, subcontractors, executors, administrators, agents of the **OTHER PART**.

¹ Terms and conditions herein contained may be subject to further modification and amendment by the parties to suit the nature of their project and investment.

WHEREAS:

1. The KWARA State is located in the northern part of Nigeria.
2. KWSG offers to develop a framework to implement inclusive, responsible and sustainable agricultural investment strategies through the Framework for Responsible and Inclusive Land Intensive Agricultural Investment (FRILIA).
3. The Framework for Responsible and Inclusive Land Intensive Agricultural Investment (FRILIA) arose from World Bank's KWARA State Economic Transformation Program-for Results (PforR) to support KWARA state to develop tools to successfully attract inclusive private agricultural investment and to ensure shared benefits between private investors and surrounding communities whilst minimizing environmental and social impacts.
4. The Investor plans to invest in a large-scale agribusiness project, "Project Name and Description" which comprises the following: "Give list of key elements"
5. Parties are entering into this Agreement without prejudice and with a view to creating understanding, and mutually beneficial relationship between them, each with a binding commitment to abide by the FRILIA Principles at all times during the course of the investment and subsequent operations.

The Investor covenants with KWARA State government as follows:

1. The investor undertakes to review different out-grower models and subsequently decide on a sustainable model to adopt on the implementation of its projects.
2. The investor shall enter into any formal agreements to regulate the out-grower model with independent third parties.
3. The investor in conjunction with KWARA State government or its relevant agency shall mutually agree and implement a roadmap towards the realization of the investment objectives and plans.
4. The roadmap shall as far as practicable be aligned with the existing KADIPA investment stages in operation in KWARA State as can be seen in schedule 1 below.

IN FURTHERANCE OF THE AGREEMENT the following principles are hereby agreed by parties to bring land intensive agricultural investment to fruition:

1. Overreaching Investment Principles

- 1.1 Investment should be consistent with and contribute to policy objectives, including poverty eradication, food security, sustainable land use, employment creation, and support to local communities.
- 1.2 Investment should be carried out in a transparent manner.
- 1.3 land acquisition and related adverse impacts should be the last option in the consideration of the investment.
- 1.4 A range of investment and production models should be considered, including alternatives to large-scale transfer of land.
- 1.5 Investment should be subject to consultation and participation including the capacity of the vulnerable and disadvantaged to negotiate.
- 1.6 Communities should be given the opportunity and responsibility to decide whether or not to make land available, based on informed choices.
- 1.7 Investments should be monitored.

2. Principles on Recognising and Protecting Land Rights

- 2.1 Investment should safeguard against dispossession of legitimate tenure right holders.
- 2.2 Existing legitimate rights, including customary and informal, and rights to common property resources, should be systematically and impartially identified.
- 2.3 Provide for protection of right through grievance redress mechanisms that provide accessible and affordable procedures for third-party settlement of disputes, including but not limited to disputes arising from displacement or resettlement. These mechanisms should take into account the availability of judicial recourse and community and tradition dispute resolution mechanisms.

3. Principles on State Land Acquisition and Resettlement

- 3.1 Compensation standards are to be disclosed and applied consistently.

3.2 Economic and social impacts caused by land acquisition or loss of access to natural resources shall be identified and addressed, including people who may lack full legal right to assets or resources they use or occupy.

3.3 Adequate compensation should be provided to purchase replacement assets of equivalent value and to meet any necessary transition expenses before taking of land or restricting access.

3.4 supplemental livelihood improvement or restoration measures should be provided if taking of land causes loss of income-generation opportunities.

3.5 public infrastructure and community service that may be adversely affected should be replaced or restored.

3.6 Displaced persons with land-based livelihood should be offered an option for replacement land, unless equivalent land is not available.

4. Principles related to Environmental and Social Sustainability

4.1 Investment should safeguard against environmental damage, unless adequately mitigated.

4.2 Investment should be preceded by independent assessment of potential positive and negative impacts on tenure rights, food security, livelihood, and environment.

4.3 Investment should take into account potential adverse impacts on physical cultural property and, as warranted, provide adequate measures to avoid, minimize, or mitigate such efforts.

4.4 Investment should promote community, individual and worker safety.

4.5 Investment should promote fair treatment, non-discrimination and equal opportunity of worker and prevent all form of forced and child labour.

4.6 Promote use of recognized good practice related to hazardous materials generated.

5. General Principles

5.1 Termination

The subsequent contract developed following from this MOU may be terminated by any of the parties subject to the giving of a written notice 14 days prior the date of such termination stating the reason for the termination.

5.2 Dispute Resolution

5.2.1 Disputes that arise between the Parties in the implementation of this MOU, shall first be lodged at the Frilia Grievance Redress Mechanism (GRM) uptake point at the designated Local Government or the community of the complainant.

5.2.2 The complaint referred to in clause 11.1 above shall within 10-14 days of lodging a grievance be notified of the outcome of the grievance(s) or as soon thereafter as possible by the FRILIA GRM secretariat. The FRILIA GRM secretariat will provide an option for resolution to the complainant. if the option is unsatisfactory, the grievance will be escalated to an established Grievance Redress Committee.

5.2.3 If parties are not satisfied with the resolution of GRC, the matter shall be referred to the multi-door courthouse for resolution through mediation or arbitration as the case may be.

5.2.4 Should mediation arbitration fail; parties are at liberty to resort to litigation for amicable resolution of dispute or grievance as the case may be.

5.3 AMENDMENTS

This memorandum of understanding shall constitute the total and full understanding of the parties, and no addition or alteration may be made to this agreement without the consent of both parties first had and obtained.

5.4 APPLICABLE LAW

This memorandum of understanding shall be governed by and interpreted under the Laws of the Federal Republic of Nigeria.

5.5 NATURE, TERMINATION AND DURATION OF AGREEMENT

Each Party acknowledges that this MOU is intended to be an expression of mutual intent and understanding and is not intended to be a legally binding agreement between the Parties. Accordingly, this MOU may be terminated at any time by any Party hereto by giving written notice of such termination to the other Parties. In the event that this MOU

is not so terminated, the term of this MOU shall be for a period of [4] years with effect from the effective date.

5.6 The parties agreed to honour this Memorandum of Understanding & voluntarily agreed to append their signatures.

6. OBLIGATION OF PARTIES

To ensure compliance with all FRILLIA principles as contained under the governance model provisions set out in clause 1 to 9 of this MOU.

IN WITNESS THEREOF, the Parties hereto have set their hands and seal in the manner below, the day and year first above written:

SIGNED, SEALED AND DELIVERED by the within named

[Name of Representative of KWSG]

.....

[Name of Representative]

SIGNED, SEALED AND DELIVERED by the within named INVESTOR

[Name of Investor]

.....

[Name of Investor]

IN THE PRESENCE OF:

NAME: _____

ADDRESS: _____

OCCUPATION: _____

IN THE PRESENCE OF:

NAME:

ADDRESS:

OCCUPATION:

SIGNATURE: _____

SIGNATURE:

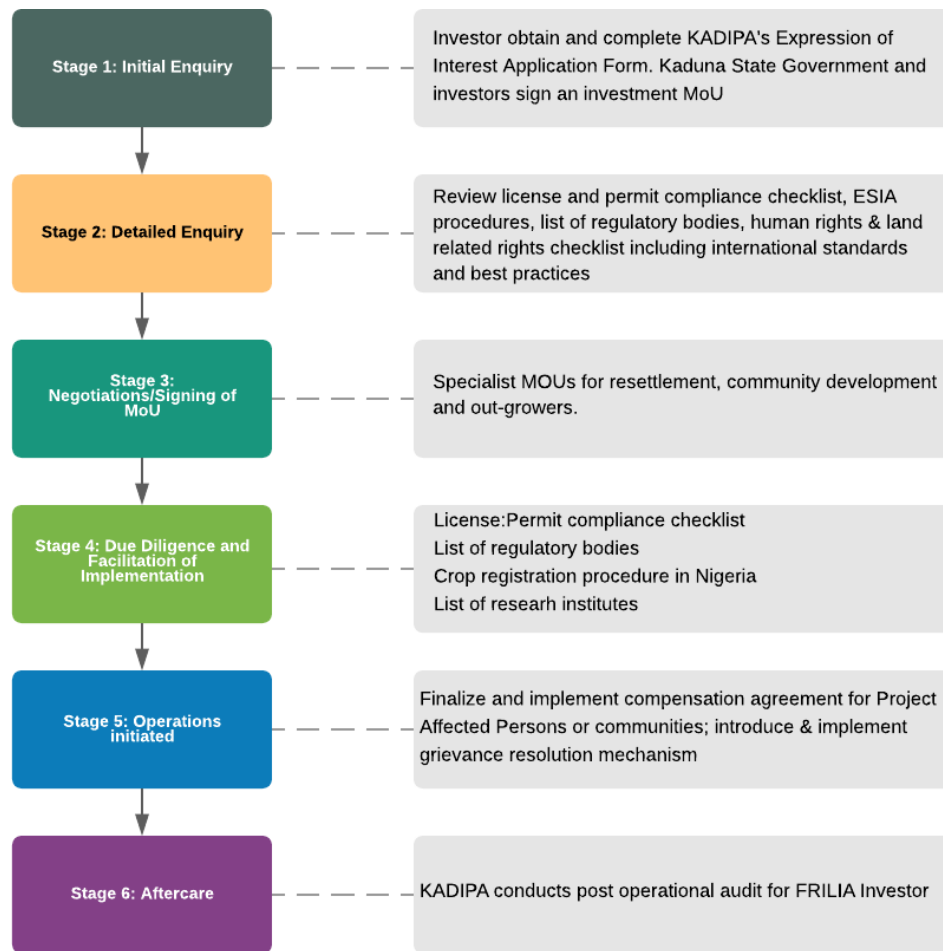
ILLITERATE JURAT FOR THE PERSONS INTERESTED

The content of this Memorandum of Understanding was read over and interpreted to the persons interested from English Language to ----- Language who seem to have understood same before appending their signatures thereto.

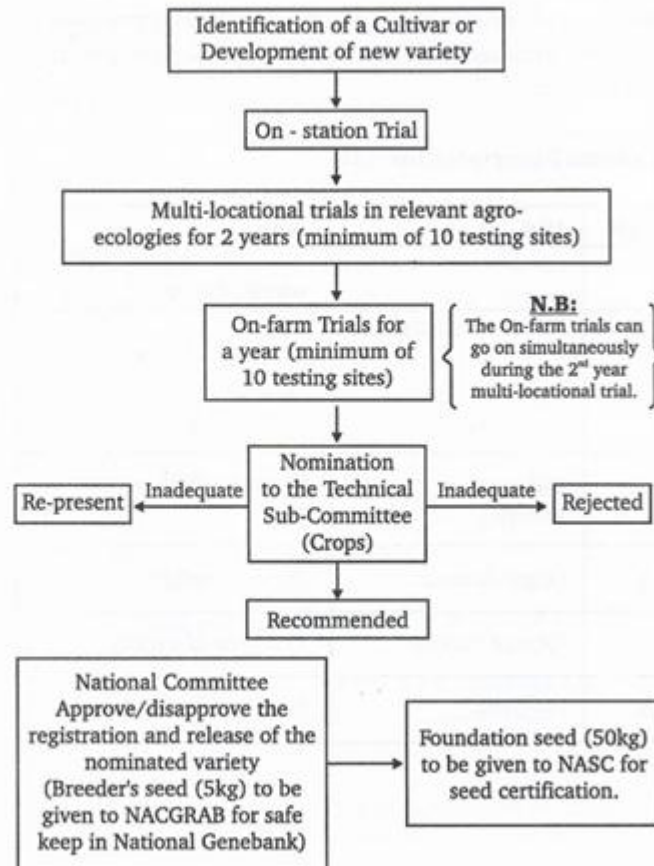
Name of Interpreter: ----- Signature: -----

Occupation: ----- Address: -----

SCHEDULE 1



DIAGRAMMATIC REPRESENTATION OF THE PROCEDURE FOR REGISTRATION OF CROP VARIETY IN NIGERIA



National Veterinary Research Institute P.M.B 01 Vom	1924	Research into all aspects of animal diseases, their treatment and control, as well as development and production of animal vaccines and sera
National Institute for Freshwater Fisheries Research, P.M.B 6006 New Bussa	1968	Research into all freshwater fisheries, and long term effects of man-made lakes on ecology and environment throughout the country
Nigerian Institute for Oceanography and Marine Research P.M.B 12729 Victoria Island Lagos	1975	Research into the resources and physical characteristics of Nigerian territorial waters and the high seas beyond; genetic improvement, production and processing of blackish water and marine fisheries
National Agricultural Extension, Research and Liaison Services, Ahmadu Bello University Zaria	1975	Research into technology transfer and adoption studies; overall planning and development of extension liaison activities nationally; collation and evaluation of agricultural information

LIST OF NATIONAL AGRICULTURAL RESEARCH INSTITUTES IN NIGERIA

NAME OF RESEARCH INSTITUTE	YEAR ESTABLISHED	FORMAL MANDATE
Lake Chad Research Institute P.M.B 1293, Gamboru Road Maiduguri, Borno State	1960	Genetic improvement and development of production technologies for wheat, millet, and barley; the improvement of the productivity of the entire farming system in the North Eastern Zone
Institute for Agricultural Research P.M.B 1044 Ahmadu Bello University, Samaru Zaria	1924	Genetic improvement and development of production and utilization technologies for sorghum, maize, cowpea, groundnut, Cotton, sunflower, and the improvement of the productivity of the entire crop-based farming system in the North West Zone of Nigeria
Institute of Agricultural Research and Training P.M.B 5029, Ibadan, Nigeria	1956	Soil and water management research, genetic improvement of kenaf and jute, and improvement of the productivity of the entire farming system of the South West Zone
National Cereal Research Institute P.M.B 8 Badeggi, Bida Niger State	1975	Genetic improvement and production of rice, soybean, benniseed, sugarcane and improvement of productivity of entire farming system of the Central Zone
National Root Crop Research Institute P.M.B 7006, Umudike, Umudhia, Abia State	1976	Genetic improvement of cassava, yam, cocoyam, Irish potato, sweet potato, and ginger and overall research in improvement of farming system of the South East Zone
National Horticultural Research Institute P.M.B 5432 Idi-Ishin, Ibadan	1975	Research into genetic improvement, production, processing and utilization of fruits and vegetables, as well as ornamental plants
Nigerian Store Product Research Institute P.M.B 1489km 3 Asa Dam Road, Ilorin Kwara State	1977	Research into improvement of major food and industrial crops and studies on stored product pest and diseases, pesticides formulation and residue analysis
Rubber Research Institute of Nigeria P.M.B 1049 Iyanomo Benin City	1961	Research into genetic improvement, production and processing of rubber and other latex producing plants
Cocoa Research Institute of Nigeria P.M.B 5244 Idi-Ayure Ibadan	1964	Genetic improvement, production and local utilization research on cocoa, cashew, kola, coffee and tea
Nigerian Institute for Oil Palm Research P.M.B 1030 Benin City	1939	Research into genetic improvement, production and processing of oil, coconut, date, raphia and ornamental palms
National Animal Production Research Institute P.M.B 1096 Shika, Zaria	1977	Research on food animal species and forages

**GMOU Template for Implementation of Community
Development Programmes¹**

**COMMUNITY DEVELOPMENT MEMORANDUM OF
UNDERSTANDING (MOU)
BETWEEN**

**HOST
COMMUNITIES**

**AND
[NAME OF FRILIA
INVESTOR] AND**

KWARA STATE GOVERNMENT

This MEMORANDUM OF UNDERSTANDING is made this ----- Day of 20--,

BETWEEN

[NAME OF THE INVESTOR] of [Address of investor] (hereinafter referred to as “THE INVESTOR”) the expression shall where the context so admits include its directors, contractors, subcontractors, executors, administrators, agents of the ONE PART.

AND

KWARA STATE GOVERNMENT OF THE FEDERAL REPUBLIC OF NIGERIA

(hereinafter referred

to as “KWSG”) the expression shall where the context so admits include its representatives, executives, administrators, agents of the ONE PART

AND

[NAME OF THE HOST COMMUNITY AND THE REPRESENTATIVE] of [Address of both parties] (hereinafter referred to as “KWARA COMMUNITY”) the expression shall where the context so admits include its directors, contractors, subcontractors, executors, administrators, agents of the OTHER PART.

Whereas:

- i. The KWARA State Government is developing and implementing FRILIA programme with the objective of attracting major private sector investment in the agricultural sector of the state
- ii. Agriculture plays a significant role in the socio-economic development of KWARA State

- iii. The FRILIA programme is designed to ensure that any investment under the programme is for the overall benefit of the Investor, host communities, KWARA State Government and participating Out-growers
- iv. It is essential for parties to this MOU to jointly collaborate to ensure that there exists a conducive environment of operations of the investment project to be executed without disruptions by the host community of the KWARA State Government
- v. The KWARA State Government and the Host community agree to assist the Investor in realizing his lawful business objectives and programmes
- vi. It is important to maintain constant and effective communication by all parties to this MOU throughout the entire investment project phases
- vii. Community based programmes and projects by the Investor and/or KWARA State Government are required to improve the overall wellbeing of the host community and identified vulnerable persons and groups that may be affected by the implementation of an agricultural project within the project areas.
- viii. In review of Community Development Programmes, the Parties shall consider initiatives that promote sustainable development, have lasting benefits to the immediate needs of the community, support existing government programmes and are easy to implement and maintain by the community.
- ix. The obligations and duties of the FRILIA investor to the Host Community under this MOU is only supplementary, and not intended to take over the primary obligation of KWARA State Government in providing basic social and economic amenities to

1. The objectives of the MOU are as follows:

- a. Encourage the introduction and implementation by the Investor of social programmes and projects required for the sustainable development of the Host Community
- b. In accordance with FRILIA overarching principles, ensure that host community are engaged and contribute to the development and introduction of programmes and projects
- c. Develop a process to identify, review and approve projects in a transparent and objective manner

- d. Monitor the implementation of identified projects and programmes in a transparent manner
- e. Ensure that there is no conflict of interest on the part of any community member, government official or official of the investor in the project formulation, identification and implementation processes
- f. Provide for a comprehensive and transparent grievance redress mechanism to provide access for settlement of disputes among parties to this MOU

2. The duties of the Investor under this MOU are the following:

- a. Consult with the designated representatives of the Host Community from time to time concerning sustainable development programmes that can be implemented for the benefit of the community
- b. Ensure that he conducts the approved agricultural investment project in accordance with extant laws, regulations and policies of KWARA State Government and the Federal Government of Nigeria including observing international best practices in its operations
- c. Aim to achieve speedy resolution of conflicts in the host community whenever they arise, and minimise conflicts as much as possible
- d. Support the community in capacity building programmes and institutional strengthening to understand and monitor agreed community development programmes and projects

3. The duties of the Host Community under this MOU are the following:

- a. Dialogue and have effective communication when necessary, with the Investor and maintain cordial relations with the Investor and its officials throughout
- b. Undertake not to disrupt the lawful operations of the investor

- c. Nominate competent and honest community representatives to serve in official capacities in committees to discuss and approve community development programmes and projects
- d. Inform and communicate to the community through approved channels of the activities and projects of the Investor including community development programmes agreed upon
- e. Collaborate with the KWARA State Government, the Investor, NGOS and other interested stakeholders in bringing about sustainable growth development in their community

4. The duties of the KWARA State Government under this MOU are the following:

- a. Facilitates the Investor's projects by providing a conducive business and investment friendly environment
- b. Serve as an impartial arbiter between the Investor and the Community
- c. Promote and showcase the agricultural projects of the Investor
- d. Provide adequate security for the Investor to operate and the Host Community to support the Investor in realising its overall business objectives
- e. Conflict resolution responsibility for smooth business operations and ensure cordial relationship between the Investor and Host Community

5. Negotiation process for Community Development Programmes/Projects

- a. The parties to this MOU undertake to adopt the principle of free, prior and informed consultation in the discussion, identification and approval of community-based programmes and projects and hereby set up a **Community Development Implementation Committee for this purpose**

The type of community development projects to be considered for implementation by the Committee shall include but not limited to the following areas:

- Agricultural and produce processing and marketing
- Support for Small Medium Enterprises
- Women & Youth empowerment
- Support for vulnerable persons
- Provision of potable water
- Basic health services
- Support Out-growers schemes
- Microfinance schemes and skills acquisition programme

- b. The parties shall agree among themselves to nominate competent and honest representatives to serve on the Committee to review and projects
- c. The negotiation shall be conducted in an open, transparent, and fair manner without any form or undue influence or intimidation or coercion
- d. Approval of programmes and projects shall be by unanimous consensus.
- e. The KWARA State Government or its relevant agencies will act as the initial facilitator of the negotiation process between the parties to this MOU
- f. The Committee members shall be at liberty to decide the necessary procedures, tenure of office, members eligibility, quorum, structure, and organs to regulate its meetings

6. Funding of Approved Projects

Funding of agreed Community Developments Programmes and Project shall be negotiated between the three parties involved. The investor may wish to take sole responsibility for funding community projects from its operating profits

7. Approval Process

It shall be the responsibility of the KWARA State Government to approve any recommendation of the Committee to ensure that it aligns with the government's overall development agenda

8. Duration and Review of this MOU

This MOU shall be for an initial period of 4 years and may be reviewed every 2 years by the parties

9. Dispute Resolution

1. Disputes that arise between the Parties in the implementation of this MOU, shall first be lodged at the Frilia Grievance Redress Mechanism (GRM) uptake point at the designated Local Government of the complainant.
2. The complaint referred to in clause 9.1 above shall within 10-14 days of lodging a grievance be notified of the outcome of the grievance(s) or as soon thereafter as possible by the Frilia GRM secretariat. The FRILIA GRM secretariat will provide an option for resolution to the complainant. if the option

is unsatisfactory, the grievance will be escalated to an established Grievance Redress Committee.

3. If parties are not satisfied with the resolution of GRC, the matter shall be referred to the multi-door courthouse for resolution through mediation or arbitration as the case may be.

4. Should mediation arbitration fail; parties are at liberty to resort to litigation for amicable resolution of dispute or grievance as the case may be.

5. The Council agrees that in the event of any dispute, all work at the Investor work site will continue fully, while an off-site meeting is convened as necessary to resolve the dispute. There shall be no work stoppage pending resolution of the dispute.

6. The Council agrees to respond to requests by the Investor and KWSG to address community issues or disturbances that may arise during the implementation of the MOU.

IN WITNESS THEREOF, the Parties hereto have set their hands and seal in the manner below, the day and year first above written:

SIGNED, SEALED AND DELIVERED by the within named PARTIES.

ON BEHALF OF "THE HOST COMMUNITY"

Name: _____ Address: _____
Designation: _____ Signature: _____

ON BEHALF OF "THE INVESTOR"

Name: _____ Address: _____
Designation: _____ Signature: _____

AND

KWARA STATE GOVERNMENT

Name: Address:
Designation: Signature:

IN THE PRESENCE OF: IN THE PRESENCE OF:

NAME: NAME:
ADDRESS: ADDRESS:
OCCUPATION: OCCUPATION:
SIGNATURE: SIGNATURE:

ILLITERATE JURAT FOR THE PERSONS INTERESTED

The content of this Memorandum of Understanding was read over and interpreted to the persons interested from English Language to ----- Language who seem to have understood same before appending their signatures thereto.

--- Signature: ----- Name of Interpreter: -----
Occupation: Address:

License/Permit Req'd.	Supportive documents	Regulatory Body	Statutory Functions/Mandate	Time Frame	Corporate HQ.	Fees
Certificate of incorporation as a duly registered limited liability company	<ul style="list-style-type: none"> - Form CAC1.1 (Application for registration) - Memorandum and Articles of Association - Recognised form of identification (passport bio-data page, drivers license, National Identity Card) - Resident permit of foreigners (where applicable) - Stamp duty evidence of payment 	Corporate Affairs Commission	Registration and regulation of Companies, Business Names and Incorporated Trustees	3-4 weeks	Plot 420, Tigris Crescent, Off Aguiyi Ironsi Street, Maitama, Abuja www.cac.gov.ng	Registration fee of NGN 15,000 NGN 5000 for every NGN 1million share capital ¹
Issuance of tax identification number (TIN) for companies and Tax Clearance Certificates	<ul style="list-style-type: none"> - Certificate of incorporation - Memorandum and Articles of Incorporation - CAC 7 Containing the particulars of company Directors - CAC 2 detailing the Company's statement of share capital and return of allotment of shares - Duly completed and officially stamped VAT registration form 001 - Application letter on the company's letter head paper 	Federal Inland Revenue Service	Registration of new tax payer & payment of Corporate tax, VAT, Stamp duty, Issuance of tax identification number (TIN) for companies and Tax Clearance Certificates	1-3 weeks	Revenue House, 15 Sokode Crescent, Wuse Zone 5, Abuja www.firs.gov.ng	
Business Registration Certificate (for companies with foreign ownership/equity) Investment incentives to investors such as: Pioneer Status	<ul style="list-style-type: none"> - Duly completed Business Registration/NIPC Form 1 - Memorandum & Articles of Association - Certificate of Incorporation - CAC Form 1.1 - Power of Attorney - NIPC Payment receipt 	Nigeria Investment Promotion Council (NIPC)	NIPC is a "one stop investment" agency of the FGN established to encourage, promote and coordinate foreign	24 hours	Plot 1181 Aguiyi Ironsi Street, Maitama, Abuja www.nipc.gov.ng	NGN 15,000 processing fee

¹ The registration and processing fee is subject to the prevailing regulations at the time of registration

- tax holidays and expatriate quota positions.	- Approved Remita payment receipt of N15,000		Investments in Nigeria.			
Environmental Impact Assessment (EIA) permit	<ul style="list-style-type: none"> - Submission of project proposal - Completed EIA Notification Form - Payment of prescribed fee 	Federal Ministry of Environment	FME is responsible for conducting EIA on new agricultural projects above a specified land size (scale) and/or proposed to be sited in sensitive locations on order to evaluate probable environmental and social impacts	6-12 months	Federal Ministry of Environment Environmental Assessment Dept. Environment House, Independence Way Central Area Abuja www.environment.gov.ng	NGN 250,000 initial deposit and NGN 50,000 registration fee
Registration and monitoring of: - Technology Transfer Agreement - Management Services Agreement, - Technical Know-How Agreement - Trade License Agreement - Consultancy Services Agreement - Software License Agreement - Franchise Agreement - R&D Agreement	<ul style="list-style-type: none"> - Two copies of technology transfer agreement - Two copies of completed NOTAP Forms - Memorandum & Articles of Association - Profile of the foreign company - TIN and Tax Clearance Certificate - Audited accounts for 3 yrs. - Turn over and profit of locally manufactured goods covered by the agreement - Evidence of capital importation where applicable 	National Office of Technology Acquisition & Promotion (NOTAP)	Mandate to implement the acquisition, promotion and development of foreign technology	1-2 months	4 Blantyre Street Wuse II Abuja www.notap.gov.ng	NGN 50,000 presentation fee Registration fee (Ranges from NGN 100,000 – NGN 20 Million & above
- Registration, release for commercialization of new crop varieties	See attached appendix for diagrammatic representation of the procedure for registration of crop variety in Nigeria	National Centre for Genetic Resources and Biotechnology (NACGRAB)	Mandate to receive and process applications from any of the National Agricultural Research Institutes (see attached list) for the registration, naming and release	2-3 years	Moor Plantation, Apata, Ibadan, Oyo State www.nacgrab.gov.ng	Ranges from NGN 500,000 – NGN 1 Million

			of new crop varieties, livestock breeds and fish strains			
<ul style="list-style-type: none"> - Seed company accreditation - Seed certification - Seed import permit - Seed testing & inspection - Seed license renewal 	<ul style="list-style-type: none"> - Certificate of Incorporation - Company profile - Memorandum & Articles of Association - Audited company account - Tax Identification Number (TIN) and Tax Clearance Certificate - Bank references - Fully completed registration form - Payment of registration fee - Site and facilities inspection - Approval 	National Agricultural Seeds Council (NASC)	Overall development and regulation of the National Seed Industry	1-3 month	Km 29 Abuja - Lokoja Expressway, Sheda FCT www.seedcouncil.gov.ng	Registration form- NGN 5000 Processing form – NGN 5000 Company Licence & renewal – NGN 15,000 to NGN 60,000
<ul style="list-style-type: none"> - Import permits - Export permits - Phytosanitary certificates 	<ul style="list-style-type: none"> - Fully completed import permit application form - Import permit issued - Import permit validity period of 12 months - Import permit for live animals is subject to a reasonable quarantine period of the live animal 	Nigeria Agricultural Quarantine Service (NAQS)	NAQS mandate is to prevent the introduction, establishment and propagation of animal and plant diseases	1-2 weeks	Enugu State Building, Plot 81 Ralph Shodeinde Street, Central Business District, Abuja www.naqstest.com.ng	NGN 5,000-NGN 25,000
Registration and Permits for imported or locally manufactured food, drugs, cosmetics, medical devices, bottled water, chemicals, agro chemical products; e.g. pesticides, fertilizers,	<ul style="list-style-type: none"> - Written application for product registration - Fully completed NAFDAC application form - Certificate of Incorporation - Certificate of Product Analysis - Product samples - Notarized power of Attorney - Certificate of Manufacture - Payment of prescribed fee 	National Agency for Food and Drugs Administration and Control (NAFDAC)	NAFDAC is responsible for regulating and controlling the manufacture, importation, exportation, advertisement, sale & use of food, drugs, cosmetics, medical devices,	1-3 months	NAFDAC Corporate Headquarters Plot 2032 Olusegun Obasanjo Way, Zone 7, Wuse, Abuja www.nafdac.gov.ng	NGN 30,000 registration fee NGN 30,000 inspection fee

herbicides, veterinary products			chemicals and packaged water in Nigeria			
Biosafety permit for GMO crops and food products	<ul style="list-style-type: none"> - Submission of NBMA application form - Payment of prescribed fee - 21 day public notice of application is published in 2 national dailies, NBMA website and relevant organizations - Risk assessment carried out by NBMA, National Biosafety Committee and Sub-Technical Committee 	National Biotechnology Development Agency (NBDA)	NBMA is responsible for providing the regulatory framework, institutional and administrative mechanism for safety measures in the application of modern biotechnology in Nigeria with a view to preventing any adverse effect on human health, animals, plants and environment	270 days	National Park Headquarters, Umuaru Musa Yar Adua Road, Lugbe, Ab www.nbma.gov.ng	Variable fees depending on the nature of application but ranges from NGN 1-5 Million
Export permit for agricultural produce, e.g. cocoa, soybeans, cashew nuts, spices, ginger, sesame, leather, dry beans, etc	<ul style="list-style-type: none"> - Certificate of Incorporation - Memorandum and Articles of Association - Particulars of Directors 	Nigerian Export Promotion Council (NEPC)	Promotion, development and diversification of non-oil exports	24 hours after confirmation of payment	Plot 424 Aguiyi Ironsi Street, Maitama, Abuja www.nepc.gov.ng	New certificate registration – NGN 13,5000 ²