

No. 21104

**UNITED STATES OF AMERICA
and
NIGERIA**

**Agreement for scientific and technological co-operation.
Signed at Lagos on 22 September 1980**

Authentic text: English.

Registered by the United States of America on 22 June 1982.

**ÉTATS-UNIS D'AMÉRIQUE
et
NIGÉRIA**

**Accord de coopération scientifique et technologique. Signé à
Lagos le 22 septembre 1980**

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 22 juin 1982.

AGREEMENT¹ FOR SCIENTIFIC AND TECHNOLOGICAL CO-OPERATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE FEDERAL REPUBLIC OF NIGERIA

The Government of the United States of America and the Government of the Federal Republic of Nigeria, hereinafter referred to as "the Parties",

Wishing to strengthen the bonds of friendship and cooperation between the two countries;

Aware of the importance of scientific and technological capacity for national economic and social development, and of the contribution that effective scientific and technological cooperation, carried out on a basis of equality, can make to the development of the human and natural resources of both countries;

Recognizing that international cooperation offers a potential for strengthening the scientific and technological capacity of all countries;

Have agreed as follows:

Article I. 1. The Parties shall promote scientific and technological cooperation for peaceful purposes in areas of mutual interest.

2. The principal objectives of this agreement are to strengthen scientific and technological capabilities of the Parties and broaden and expand relations with regard to scientific and technological activities in both countries.

Article II. Cooperation under this agreement may include the exchange of scientific and technological information, joint conduct of research projects, exchange of scientists and technical experts, convening of seminars and meetings, training of scientists and technical experts, and other forms of scientific and technological cooperation as may be mutually agreed.

Article III. Pursuant to the objectives of this agreement, the Parties will encourage and facilitate, as appropriate, contacts and cooperation between government agencies, universities, research centers, institutions, firms and other entities of the two countries, and the conclusion, under equitable terms and conditions, of specific arrangements for the conduct of cooperative activities.

Article IV. Specific arrangements for implementing this agreement may cover subjects of cooperation, procedures to be followed, treatment of intellectual property, funding and other appropriate matters. With respect to funding, costs shall be borne as mutually agreed. All cooperative activities under this agreement shall be subject to the availability of funds from the Parties.

Article V. 1. Each Party shall, to the extent permitted by applicable laws and regulations, facilitate the entry into and exit from its territory of those persons engaged in activities under this agreement, as well as their dependents.

2. The personal effects of the persons referred to in paragraph 1 of this article, as well as the equipment necessary for the exercise of their activities, will be admitted duty-free on a temporary basis in conformity with the laws and regulations of each Party. Additional facilitative measures to meet the needs of specific cooperative activities may be agreed to by the Parties.

¹ Came into force on 22 September 1980 by signature, in accordance with article XI (1).

Article VI. The Parties agree that scientific and technological information resulting from cooperation under this agreement which is not subject to the principle of confidentiality because of its industrial or commercial significance shall, subject to the provisions of specific arrangements referred to in article IV, be made available to the world scientific community through procedures established by the Parties.

Article VII. The Parties may, as mutually agreed, invite scientists, technical experts and entities of third countries or international organizations to participate in projects and programs being carried out under this agreement.

Article VIII. 1. Each Party shall designate an Executive Agent responsible for the coordination and facilitation of cooperative activities under this agreement. The Executive Agent for the Government of the United States of America shall be the Department of State and the Executive Agent for the Government of the Federal Republic of Nigeria shall be the Federal Ministry of Science and Technology. The normal channel for communications regarding this agreement shall be the United States Embassy in Nigeria.

2. Meetings between the Parties to develop and evaluate programs and projects under this agreement and to further their implementation shall take place in the context of the United States-Nigeria Bilateral Economic Talks. The Parties may designate the necessary experts to discuss and analyze specific questions.

Article IX. Existing arrangements and agreements between the parties relating to cooperation in science and technology shall not be affected by this agreement. However, they may be incorporated into the framework of this agreement as may be agreed by the Parties.

Article X. All differences or controversies which may arise between the Parties regarding interpretation or application of the provisions of this agreement shall be resolved through diplomatic means.

Article XI. 1. This agreement shall enter into force upon signature and shall remain in force for five years, unless terminated earlier by either Party upon six months written notice to the other Party. It may be extended or modified by mutual written agreement of the Parties.

2. The termination of this agreement shall not affect the validity or duration of any complementary arrangements made under it or that of the programs and projects in progress.

DONE at Lagos this 22nd day of September 1980.

[Signed — Signé]¹

For the Government
of the United States of America

[Signed — Signé]²

For the Government
of the Federal Republic of Nigeria

¹ Signed by Frank Press — Signé par Frank Press.

² Signed by Sylvester U. Ugoh — Signé par Sylvester U. Ugoh.