



HEADQUARTERS AGREEMENT

BETWEEN

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

AND

**THE HEALTH AND SOCIAL
PROTECTION PROGRAMME OFFICE OF
THE DEVELOPING EIGHT COUNTRIES
(D-8)**

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HEADQUARTERS AGREEMENT

BETWEEN

THE GOVERNMENT OF THE FEDERAL REPUBLIC OF NIGERIA

AND

THE HEALTH AND SOCIAL PROTECTION PROGRAMME OFFICE OF THE
DEVELOPING EIGHT COUNTRIES.

PREAMBLE

The Government of the Federal Republic of Nigeria and the Health and Social Protection

Programme Office of the Developing-Eight (D-8) Countries, (hereinafter jointly referred to as "the parties" and separately as "the party";

TAKING into consideration the provisions of the Istanbul Declaration of the 1st Summit of the D-8 which took place in Istanbul on 15 June 1997;

CONSIDERING the provisions of the Declarations of the 5th and the 6th Summits of the D-8 which took place in Bali and Kuala Lumpur respectively;

NOTING the provisions of the report of the 9th Session of the Council of the D-8 Foreign Ministers which was held in Bali on 11 May 2006; and

NOTING also the resolutions of the 41st Council summit of D-8 held in Antalya, Turkey in November 2018;

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WHEREAS the Government of the Federal Republic of Nigeria agrees to ensure the availability of all necessary facilities to enable the Programme Office of the D-8 to be located in Abuja; the Federal Republic of Nigeria, to perform fully and effectively its functions and to fulfil its purposes in cooperation and harmony with the Government and the people of Nigeria and as well co-ordinate D-8 Health and Social Protection programme for Member Countries; and

WHEREAS the Programme Office of the D-8 and the Health and Social Protection Programme Office of the Developing-Fight (D-8) Countries in the spirit of friendly cooperation

HAVE HEREBY AGREED as follows:

ARTICLE 1

DEFINITIONS

For the Purposes of this Agreement:

- a. "the Government" means the Government of the Federal Republic of Nigeria,
- b. "D-8 HSP means the Developing- Eight Countries- Health and Social protection Programme
- c. "Secretary General" means the Secretary General of the D-8 Secretariat.
- d. "Member Countries" means the Countries which are mentioned in the Istanbul Declaration.
- e. "Headquarters of the D-8" means the Seat of the D-8, including the Programme Office Premises,

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- f. "Representatives of Member Countries" means permanent representatives, delegates, alternate delegates, advisors and technical experts and secretaries of the national delegations, participating in the work of the D-8 and its organs.
- g. "D-8 Directorial and Professional Staff" means Secretary General, Directors, Assistant Directors, Economists and Program Officers.
- h. "D-8 Administrative and Technical Staff" means the members of staff of the D-8 Programme Office employed in administrative and technical services.
- j. "D-8 Service Staff" means the members of the staff of the D-8 Programme Office in domestic service of the Programme Office
- k. "D-8 Property" means all the property, including funds and other properties that belong to, are owned and/or supervised by the Programme Office of the D-8 for the official functioning of the D-8.
- l. "Premises" means the building or the parts of buildings ancillary thereto, used only for purposes of the D-8, irrespective of ownership.
- m. "Archives" means all records, correspondence documents, publications, manuscripts, photographs, films, recordings, computer data files and software belonging to or held by the Programme Office.

ARTICLE 2

OBJECTIVE

The objective of this Agreement is to determine the legal status of the Programme Office of the D-8 HSP and the support required to allow the Programme Office of the D-8 HSP to carry out its duties and functions efficiently in Nigeria.

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ARTICLE 3

LEGAL PERSONALITY AND LEGAL CAPACITY

The Programme Office of the D-8 shall possess juridical personality. It shall have the capacity

- a. to contract;
- b. to acquire and dispose of movable and immovable property; and
- c. to institute legal proceedings.

ARTICLE 4

APPLICATION

The Agreement shall be applicable to the Programme Office, the Representatives of Member Countries, the D-8 Staff and the D-8 HSP Programme Office.

ARTICLE 5

THE HEADQUARTERS OF THE D-8

1. The Headquarters of the D-8 is located in Istanbul, the Republic of Turkey, while the Health and Social Protection Programme Office which is an extension, is located in Abuja, FCT, Federal Republic of Nigeria.
2. The Government of the Federal Republic of Nigeria will continue to provide necessary office facilities and security for the use of the Programme Office as Nigeria's contributions towards effective functioning of the Programme Office in

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the territory of Nigeria. The utility charges will continue to be borne by the Programme Office.

3. The Premises of the Programme Office shall be used for the sole purpose of attaining the objectives of the D-8 Health and Social Program as stipulated in the documents referred to in the preamble to this Agreement.
4. The Government recognizes the right of the D-8 to adopt its own rules in accordance with D-8 procedures applicable in the Programme Office premises.
5. The Government shall take all appropriate steps to protect the premises of the Programme Office against any intrusion or damage and to prevent any disturbance of the peace of the Programme Office.

ARTICLE 6

PERMANENT REPRESENTATION

Each Member Country may appoint a Permanent Representative and establish a Permanent Mission to the D-8 Programme Office. In addition to the privileges and immunities accorded to the Representatives of the D-8 Health and Social Protection Member Countries in Article 7, paragraphs 5, 7, 8 and 9, the Permanent Missions and Representatives shall enjoy all exemptions, privileges and immunities specified in this Agreement.

ARTICLE 7

PRIVILEGES AND IMMUNITIES

1. The archives and the buildings of the Programme office shall be inviolable and shall be under the authority of the D-8 Director of Programme/Head. Its property

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and assets shall be immune from search, requisition, confiscation or any other form of seizure by any executive or legislative action.

2. Access into D-8 Premises will be granted only by the Secretary General of the D-8.
3. The privileges and immunities accorded in this Agreement are not for the personal benefit of the individuals themselves, but to ensure the functioning of the Programme Office. Therefore, the Programme Office shall take measures to secure that all members enjoying such privileges and immunities respect the laws and regulations in Nigeria: and the members where it would impede the course of justice.
4. The Programme Office shall accept the jurisdiction of the Nigerian Courts, related to private law.
5. Beside the official value added tax, exemption provided for official purchases of goods and services of the Programme Office, delivery of goods and services to the Representatives of Member Countries, and Professional Staff defined in Article 1 paragraph (g) and (h), who are neither Nigeria nationals nor foreigners who are permanent residents in Nigeria, shall exempt from Value Added Tax.
6. Emoluments and salaries paid by the Programme Office to its personnel are exempted from taxation.
7. Representatives of Member Countries, the Directorate and Professional Staff, the Administrative and Technical Staff defined in Article 1 paragraph (g), (h) and (i), who are neither Nigerian nationals nor foreigners who are permanent residents in Nigeria, shall have the right to import their household effects free of duty within the first six months of taking up their posts, in accordance with the relevant Nigerian legislation.

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8. The Programme Office shall have the right to import motor vehicles free of duty including excise taxes, custom duties, etc. for its official use, in accordance with the relevant Nigerian regulations.
9. Representatives of Member Countries and the Directorate and Professional Staff defined in Article 1 paragraph (g) and (h), who are neither Nigerian nationals nor foreigners who are permanent residents in Nigeria, shall have the right to import one motor vehicle free of duty including excise taxes, custom duties, etc. for their personal use, in accordance with the relevant Nigerian regulations.
10. The Director of Programme and the management staff shall enjoy similar immunities accorded to diplomatic agents mentioned in the 1961 Vienna Convention on Diplomatic Relations.

ARTICLE 8.

NOTIFICATION AND IDENTIFICATION

1. The Secretary General through the Director of Programme will notify to the Government names and designations of all categories of the D-8 HSP Staff and their families, and changes made thereto.
2. Identity cards for the D-8 HSP Staff and their dependents shall be issued by the Ministry of Foreign Affairs of Nigeria in accordance with the 1961 Vienna Convention.

ARTICLE 9

ENTRY, RESIDENCE AND DEPARTURE

1. The Government shall take all necessary measures to facilitate the entry into, departure from and residence in the Federal Republic of Nigeria of the following persons:

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- a) Representatives of Member Countries;
 - b) Members of the D-8 Staff and their family members;
 - c) Experts participating in the D-8 meetings and other activities;
 - d) Official guests.
2. Visa Applications of the Representatives of Member Countries, the D-8 Staff and their families shall be processed in a timely manner and their visas shall be issued free of charge.
 3. The following persons shall be admitted to the Federal Republic of Nigeria on the ground of family reunification and be granted an identity card, provided they live under the same roof as the principal holder of the identity card:
 - The spouse of the principal holder of the identity card;
 - Unmarried dependent children under the age of 18
 - Wholly dependent mother and father.

ARTICLE 10

ACCESS TO THE LABOUR MARKET

Service Staff who are nationals of the Federal Republic of Nigeria and who will be hired locally through contracts will be subject to the provisions of the Nigerian Labor and Social Security Law.

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ARTICLE 11

ENTRY INTO FORCE

1. This Agreement shall enter into force on the date of notification by the Government to the Secretary General after the completion of its internal legal procedures, the privileges and immunities shall be valid by the same date.
2. This Agreement shall remain in force as long as the Programme Office of the D-8 HSP remains in Nigeria and Nigeria is a member of the D-8.

ARTICLE 12

AMENDMENTS

- a) Any amendments to this Agreement, agreed upon between the Programme Office and the Government, shall enter into force on the date of Exchange of Notes;
- b) Any amendments agreed upon by the parties shall become an annexure to this Agreement;
- c) Wherever this Agreement imposes obligations on appropriate Nigerian authorities, the ultimate responsibility for the fulfillment of such obligations shall rest with the Government.

ARTICLE 13

RESOLUTION OF DISPUTE

All disputes concerning the interpretation and implementation of the present Agreement between parties of this Agreement shall be settled through negotiations.

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ARTICLE 14

TERMINATION

Either party may terminate this Agreement at any time by notifying the other party in writing through diplomatic channels of its intention to terminate this Agreement. The termination shall take effect six (6) months from the date of such notification.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective hands, have signed this Agreement in English language, the text being authentic

DONE at ABUJA on this 21st day of JANUARY 2020

For: The Government of Federal
Republic of Nigeria

For: The Health and Social Protection
Programme Office of the D-8

Signature: 

Name: AMB. ZUHAIRU DADA

Designation: MINISTER OF STATE

Signature: 

Name: Sati Kupufar Kuduwan

Designation: Secretary General

