

SIGNED

**CASE-SPECIFIC AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF THE FEDERAL REPUBLIC OF NIGERIA
REGARDING THE TRANSFER, REPATRIATION, DISPOSITION, AND MANAGEMENT OF
CERTAIN ASSETS FORFEITED TO THE UNITED STATES OF AMERICA**

The Government of the United States of America and the Government of the Federal Republic of Nigeria (hereinafter the "Parties"):

WHEREAS the Parties have a long history of cooperation and partnership in asset recovery and the global fight against corruption based upon principles of shared interests, trust, and mutual respect;

WHEREAS the Government of the United States of America initiated and completed forfeiture proceedings against certain real property and investment funds located in Maryland and Massachusetts in the matters of *United States v. Real Property titled in the Name of Solomon & Peters, Ltd.*, Case No. 8:11-cv-0662-RWT (D. Md.), and *United States v. The Contents of Account Number Z44-343021*, Case No. 1:11-cv-10606-RWZ (D. Mass.), which cases have resulted in the net forfeiture to the Government of the United States of America of all right, title and interest in assets totaling approximately \$954,807.40 (hereinafter the "Forfeited Assets");

WHEREAS the Government of the Federal Republic of Nigeria provided valuable assistance to the Government of the United States of America leading to the forfeiture of the Forfeited Assets;

WHEREAS the Forfeited Assets were forfeited as a result of corruption, abuse of office, money laundering and other illegal acts in violation of Nigerian and U.S. law involving Diepreye Solomon Peter Alamiyeseigha (hereinafter "Alamiyeseigha"), former Governor of Bayelsa State, Nigeria, from 1999 until his impeachment in 2005, and his associates;

WHEREAS Alamiyeseigha and various companies related to him were convicted in Nigeria for related criminal conduct and the Nigerian courts ordered that other funds recovered in those proceedings be transferred to benefit Bayelsa State;

WHEREAS the common objective of both Parties is to apply the Forfeited Assets in a transparent manner for the benefit of those affected by the abuse of office that gave rise to the forfeiture, namely the people of Bayelsa State, Nigeria; and

WHEREAS the Government of the Federal Republic of Nigeria, in consultation with the Government of Bayelsa State, has proposed that the Forfeited Assets be used for the reconstruction, rehabilitation, renovation, refurbishment, and equipping of primary health care centers across Bayelsa State for the benefit of the people of Bayelsa State;

Now, therefore, agree as follows:

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1. Definition of Terms

- (a) **Health Center Project** includes the rehabilitation, renovation, refurbishment, reconstruction, equipping, staffing and maintaining of the primary health care centers in various communities and local government areas across Bayelsa State until the Forfeited Assets are fully utilized.
- (b) **Ineligible Expenditure** means the expenditures stated in Articles 2(c), 11(a) and 12(a) and any other expenditure that is not allowed under this Agreement.
- (c) **Implementing Non-Governmental Organization(s) (NGO(s))** means the nonprofit organization or a consortium of nonprofit organizations with expertise in the health sector, including the skills set out in Schedule 2, which shall be responsible for ensuring the effective implementation of the Health Center Project in accordance with this Agreement.
- (d) **Monitoring Civil Society Organization(s) (CSO(s))** means the nonprofit organization or a consortium of nonprofit organizations with expertise in the health sector, including the skills set out in Schedule 2, which shall be responsible for the effective and transparent monitoring of the Health Center Project in accordance with this Agreement.

2. Scope

- (a) This Agreement governs the transfer, repatriation, disposition, and management of the Forfeited Assets.
- (b) The Forfeited Assets shall be used solely for the Health Center Project.
- (c) The Parties agree that none of the Forfeited Assets shall be released to, or disposed of for the benefit of Alamiyeseigha, Domingo Obende, Ehigie Uzamere, Nicholas Aiyegbemi, their heirs or assigns, or any corporations or legal persons established by or for the benefit of such persons.

3. Transfer of the Forfeited Assets to the Government of the Federal Republic of Nigeria

- (a) The Government of the Federal Republic of Nigeria, through the Central Bank of Nigeria, shall maintain a designated U.S. dollar denominated account (hereinafter the "CBN Designated Dollar Account") at the Bank of International Settlements in Basel, Switzerland to receive the Forfeited Assets from the United States Department of the Treasury. The Government of the Federal Republic of Nigeria shall provide information sufficient for the Government of the United States of America to execute the transfer of the Forfeited Assets to the CBN Designated Dollar Account following entry into force of this Agreement.

- (b) The Government of the United States of America, through the United States Department of the Treasury, shall transfer to the Central Bank of Nigeria, on behalf of the Government of the Federal Republic of Nigeria, for deposit in the CBN Designated Dollar Account funds totaling approximately **\$954,807.40** in United States currency and together representing one hundred percent of the Forfeited Assets, subject to the provisions herein.

4. Recruitment of the Implementing NGO(s) and the Monitoring CSO(s)

- (a) The Government of the Federal Republic of Nigeria, in consultation with the Government of the United States of America and a representative of Bayelsa State Government, shall conduct a competitive procurement process in line with the Bureau for Public Procurement (hereinafter, the "BPP") Act, 2007, for the selection of one or more qualified Implementing NGO(s) to implement the Health Center Project. The Implementing NGO(s) shall have the competence set out in Schedule 2 and shall be selected in line with the procedure set out in Schedule 3.
- (b) The Government of the Federal Republic of Nigeria, in consultation with the Government of the United States of America and a representative of Bayelsa State Government, shall conduct a competitive procurement process for the selection of one or more qualified Civil Society Organization(s) to serve as the Monitoring CSO(s). The Monitoring CSO(s) shall have the competence set out in Schedule 2 and shall be selected in line with the procedure set out in Schedule 4.
- (c) The Government of the Federal Republic of Nigeria, in consultation with a representative of Bayelsa State Government, shall propose a bidder or consortium of bidders to the Government of the United States of America to serve as the Implementing NGO(s) and Monitoring CSO(s). No Implementing NGO(s) or Monitoring CSO(s) shall be selected without the consent of both Parties to this Agreement.
- (d) If the Government of the United States of America objects to the proposed selection of the Implementing NGO(s) or the Monitoring CSO(s), the Government of the Federal Republic of Nigeria, in consultation with a representative of Bayelsa State Government, shall propose an alternative bidder or consortium of bidders to serve as Implementing NGO(s) or Monitoring CSO(s) or shall conduct a further competitive procurement process until the Parties mutually consent to the selection of the Implementing NGO(s) and the Monitoring CSO(s). The Parties' proposals and responses shall be made by exchange of written Notices in accordance with Article 13.
- (e) The Government of the Federal Republic of Nigeria shall require each Implementing NGO (s) and Monitoring CSO (s) to design a work plan for the implementation and monitoring of the Health Center Project, containing the terms set out in Schedule 1 (the "Work Plan(s)"), each of which must be approved by the Parties through an exchange of

written Notices in accordance with Article 13 for a Work Plan to go into effect. Once approved by the Parties, each Work Plan shall be appended to this Agreement as a separate Schedule.

5. Management of the Project

In accordance with the Work Plans, the Government of the Federal Republic of Nigeria through the International Asset Recovery office (IAR) of the Federal Ministry of Justice, and in consultation with a representative of the Bayelsa State Government, shall be responsible for ensuring effective implementation of the Health Center Project.

6. Specific Role of the Implementing NGO(s)

The Implementing NGO(s) shall be required by the Government of the Federal Republic of Nigeria to develop and maintain a Work Plan(s) in accordance with Article 4(e) and Schedule 3. Each Work Plan shall require the respective Implementing NGO to:

- (a) Use the Forfeited Assets solely for the Health Center Project;
- (b) Specify the manner, means, and budget for implementing the Health Center Project;
- (c) Engage an independent auditor, which must be approved by the Parties through an exchange of written Notices in accordance with Article 13, to perform an annual audit of the Health Center Project utilizing International Financial Reporting Standards (IFRS), including International Accounting Standards and Interpretations issued by the International Financial Reporting Interpretations Committee applicable to companies reporting under the IFRS;
- (d) Publish the audited report and notice of the disposition and use of the Forfeited Assets on a website of the Implementing NGO(s) that must be accessible in Bayelsa State;
- (e) Notify the Parties of any change in key staff, as identified in the Work Plan, within 10 business days of such change;
- (f) Ensure that the employees and contractors of the Implementing NGO(s) complete a bi-annual certification acknowledging the requirements of this Agreement that the Forfeited Assets shall not be released to or disposed of on behalf of any of the persons or entities enumerated in Article 2(c);
- (g) Provide an annual certification attesting to the Parties that none of the Forfeited Assets have been released to or disposed of on behalf of any of the persons or entities enumerated in Article 2(c);



- (h) Provide to either Party records, statements, and audit reports relating to the Forfeited Assets, as well as records and reports concerning implementation of any disbursement of such assets, within 10 business days of a request by a Party for such information¹; and
- (i) Provide annual audited reports and quarterly implementation reports for publication by the Ministry of Justice of the Federal Republic of Nigeria.

7. Specific Role of the Monitoring CSO (s)

The Monitoring CSO (s) shall be required by the Government of the Federal Republic of Nigeria to develop and maintain a Work Plan(s) in accordance with Article 4(e) and Schedule 4. Each Work Plan shall require the respective Monitoring CSO (s) to:

- (a) Review the reports of the Implementing NGO(s);
- (b) Conduct regular site visits;
- (c) Compile and publish regular reports; and
- (d) Compile and publish a final report within 3 months after the end of the Project.

The Government of the Federal Republic of Nigeria shall ensure that any Monitoring CSO has access to the information necessary to carry out its functions as described in Schedule 4, including access to all reports referred to in this Agreement.

8. Review and Modification of the Work Plan(s)

- (a) The Parties shall confer at least twice per year to review the Work Plan(s) of the Implementing NGO(s) and Monitoring CSO(s) and any implementation and audit reports and to consider any proposed amendments to this Agreement or proposed modifications to the Work Plan(s).
- (b) The Parties, in accordance with Article 13 may modify the Work Plan(s) following an exchange of written Notices.

9. Exchange of Information

¹ To the extent the Implementing NGO (s) need access to the bank statements and records of the CBN Designated Dollar Account to prepare their reports, the Government of the Federal Republic of Nigeria shall grant such access.

Either Party may obtain records, statements, and auditing reports relating to the Forfeited Assets and the CBN Designated Dollar Account, as well as records and reports concerning implementation of any disbursement from the Implementing NGO(s) and the Monitoring CSO(s), which shall be required to provide such information within 10 business days, as stated in the Work Plan(s).

10. Publication of this Agreement and Project Documents

The Government of the Federal Republic of Nigeria shall publish this Agreement, the Work Plan(s), an audited accounting of the CBN Designated Dollar Account, and the implementation and audit reports of the Implementing NGO(s) and the monitoring reports of the Monitoring CSO(s) related to the Health Center Project on the website of the Federal Ministry of Justice of the Federal Republic of Nigeria, which publication shall be updated at least every three months until the Forfeited Assets are fully expended.

11. Reports Related to the Misuse of Funds

- (a) The Parties agree that no offer, donation, payment, remuneration or advantage in any form whatsoever that may be considered as an illicit act or a form of corruption, has been or shall be granted to anyone, directly or indirectly, with the aim of obtaining a benefit in relations to the Health Center Project, the Forfeited Assets, or this Agreement.
- (b) The Government of the Federal Republic of Nigeria agrees to promptly inform the Government of the United States of America of any credible allegation or indication of fraud or corruption in connection with the Forfeited Assets, release or disposition of such funds to persons and entities listed in Article 2(c), or non-compliance with the Work Plan(s).

12. Payment of Legal Fees/Costs and Reimbursement to the Implementing NGO (s) and Monitoring CSO (s)

- (a) The Parties shall bear their own legal costs and fees, if any. The Parties agree that none of the Forfeited Assets shall be used for their costs or fees associated with execution of this Agreement.
- (b) The Implementing NGO(s) and Monitoring CSO(s) shall be required by the Work Plan(s) to submit a budget commensurate with the services to be provided under this Agreement. The Government of the Federal Republic of Nigeria and the Government of the United States of America, in consultation with a representative of the Bayelsa State Government, shall review and approve the budget before the selection of the Implementing NGO(s) and the Monitoring CSO(s).
- (c) The Implementing NGO(s) and Monitoring CSO(s) shall be paid out of the Forfeited Assets.

13. Communication and Final Clauses

- (a) This Agreement is intended solely for the purposes of mutual assistance between the Parties. It does not give rise to any right on the part of any private person and is not intended to benefit third parties.
- (b) The Parties shall collaborate amicably through consultation to effectively implement this Agreement and resolve any differences arising out of its interpretation, operation, or implementation.
- (c) Notices between the Parties under this Agreement shall be in writing and shall be communicated to the following Competent Authorities who shall serve as points of contact for the Parties:

For the Government of the Federal Republic of Nigeria:

Office: Honourable Attorney General and Minister of Justice

Address: Federal Ministry of Justice
Abuja
Nigeria

Telephone: +234 803 334 5986

For the Government of the United States of America:

Office: Deputy Chief of Mission
United States Embassy
Abuja
Nigeria

Telephone: +234 946 14306

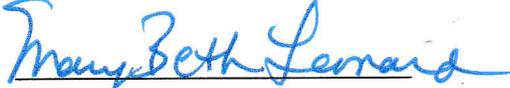
- (d) This Agreement shall enter into force on the date of signature by both Parties.
- (e) This Agreement may be amended by written agreement of the Parties at any time.
- (f) Either Party may terminate this Agreement upon 30 days written notice. Notwithstanding termination of this Agreement, with respect to any Forfeited Assets that have been disbursed to the Implementing NGO(s) in accordance with this Agreement, but which have not yet been spent by the Implementing NGO(s) as of the effective date of termination of this Agreement, the provisions of this Agreement shall continue to apply to the expenditure of the Forfeited Assets until all disbursed funds have been fully spent. In such case, until such completed expenditure, the Government of the Republic of Nigeria shall require the Implementing NGO(s) to continue to apply the Work Plan(s) to the



expenditure of the Forfeited Assets. The Parties shall confer regarding the disposition of any Forfeited Assets not yet disbursed as of the effective date of any termination.

DONE at ABUJA, this 16th day of FEBRUARY, 2023, in duplicate in the English language.

**FOR THE GOVERNMENT OF
THE UNITED STATES OF AMERICA**



[name]

[office]

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



**ABUBAKAR MALAMI, SAN
ATTORNEY GENERAL OF THE FEDERATION
AND MINISTER OF JUSTICE**

SCHEDULE 1

The Government of the Federal Republic of Nigeria shall require each Implementing NGO(s) and Monitoring CSO(s) to design a Work Plan for the implementation and monitoring of the Health Center Project, containing the terms set out in this Schedule, each of which must be approved by the Parties through an exchange of written Notices in accordance with Article 13 for a Work Plan to go into effect. Once approved by the Parties, each Work Plan shall be appended to this Agreement as a separate Schedule.

Implementing NGO(s)

Final Work Plan for the Implementing NGO (s) shall include the following components:

1. Project scope – description of methodology, measures and metrics for progress and success, manner, means, approach, extent of project, coordination with State government (includes what centers, what level of effort, with what sub-contractors)
2. Project staffing (org chart, list of key staff, roles in the project, and their CVs)
3. Map of health center location(s) with details on estimated size of community served for each location
4. Meeting frequency with representatives of Parties
5. Proposed project timeline and key milestones
6. Estimated budget
 - a. Amounts for project components
 - b. External auditing of the Forfeited Assets
7. Auditing mechanism (describing how they will conduct annual project audit)
8. List of key reports to be produced and frequency of reporting
9. Communication or outreach strategy
10. Certification from each project team member that none of the funds will benefit persons or entities listed in Article 2(c) of the Agreement.
11. Provision of records and reports concerning implementation of any disbursement, within 10 business days.

Monitoring CSO(s)

The primary focus of the Monitoring CSO(s) shall be to ensure that the Health Center Project implementation complies with applicable anti-corruption laws and regulations, international anti-corruption standards, and the Agreement, including its Schedules. In particular, the Monitoring CSO(s) shall focus attention on compliance with the obligations in Article 2 (“Scope”) and Article 11 (“Reports Related to the Misuse of Funds”) in the Agreement. However, the Monitoring CSO(s) shall also provide monitoring with respect to any other criminal activity such as human trafficking.

Final Work Plan for the Monitoring CSO(s) shall include the following components:

1. Detailed design for robust and transparent Monitoring Programme that shall include:
 - a. Submitting an estimated budget and proposed staffing;
 - b. Receiving and reviewing the reports of the Implementing NGO;
 - c. Conducting regular site visits (including unannounced visits);
 - d. Compiling and publishing quarterly reports to be provided to the Competent Authorities of the Parties to the Agreement, and the Bayelsa State Government; and
 - e. Compiling and publishing a final report within 3 months after the end of the Health Center Project to be provided to the Competent Authorities of the Parties to the Agreement, and the Bayelsa State Government.

2. Detailed plan to satisfy the key objectives of the Agreement that shall include:
 - a. Providing robust monitoring of the Health Center Project to ensure that corruption, other crime, Ineligible Expenditures, or misuse of the Forfeited Assets is prevented;
 - b. Providing mechanisms whereby any act of corruption, other criminality, Ineligible Expenditures, or misuse of the Forfeited Assets is immediately discovered and reported in accordance with the terms of the Agreement and applicable laws, and recommending any appropriate remedial action;
 - c. Monitoring compliance with the obligations in the Agreement;

- d. Ensuring that the monitoring of the Health Center Project is transparent and accessible to the Parties and to the public; and
- e. Maintaining adequate communication with the public with regard to the administration of the Forfeited Assets and maintaining public confidence in the administration of the Forfeited Assets.

SCHEDULE 2

REQUIRED SKILLS AND EXPERIENCE OF THE IMPLEMENTING NGO (S) AND THE MONITORING CSO (S)

The Implementing NGO (s) or consortiums of NGO (s) selected shall have skills and experience in the following fields:

- Project Management including in construction or rehabilitation of buildings
- Work in the Niger Delta and Bayelsa State
- Experience in Health Sector Management

The Monitoring CSO (s) or consortiums of CSO (s) selected shall have skills and experience in the following fields:

- Health Sector Management
- Anti-Corruption Compliance
- Anti-Human Trafficking Compliance
- Auditing in areas including construction or rehabilitation of buildings
- Procurement

SCHEDULE 3

Implementing NGO(s) Selection Process

1. Within **ten (10) days** of the execution of the Agreement, the Government of the Federal Republic of Nigeria shall initiate procedures for the selection of the Implementing NGO(s). The Implementing NGO(s) shall be selected in accordance with Nigerian law, public procurement procedures and guidelines and in accordance **with Article 4, and Schedules 1 and 2 of the Agreement**. The selection shall be by competitive procurement process.
2. The Competent Authority for the Federal Republic of Nigeria shall establish a specialist panel to manage the procurement process (the 'Procurement Panel'). The Procurement Panel shall consist of one person from the Bureau of Public Procurement (BPP), Federal Ministry of Justice Procurement Department, one person from the International Asset Recovery Unit and one independent evaluator from the private sector.
3. The Parties shall consult with each other at each stage of the procurement and selection process. The Procurement Panel shall provide information to and be advised by the Competent Authorities of the Parties or their authorized representatives or advisors at each stage of the process.
4. The procedure for the selection and engagement of the Implementing NGO (s) shall be as follows:
 - (a) the Government of the Federal Republic of Nigeria (through its Procurement Panel), in consultation with the Government of the United States of America and a representative of Bayelsa State Government, shall initiate procurement procedures for selection of one or more NGO(s) or a consortium of NGOs in accordance with the Nigerian Bureau of Public Procurement Act (2007) and the terms of the Agreement and its Schedules;
 - (b) Pursuant to the Agreement and its Schedules, the Government of the Federal Republic of Nigeria shall publish a **Request for Proposals** in government websites, for **three (3) weeks or fifteen (15) working days**. The invitation to submit proposals shall specify the Work Plan and the skills and experience set out in Schedules 1 and 2 to the Agreement;
 - (c) The expiration of the publication period shall be the deadline for receipt of proposals (the 'Application Deadline');

- (d) The Procurement Panel shall provide copies of all proposals received to the Competent Authorities of both Parties within **five (5) working days**;
 - (e) The Procurement Panel shall prepare a list of all applicants that meet the requirements of the Nigerian Bureau of Public Procurement Act and the Agreement, including its Schedules, (the 'Applicant List'), and shall immediately provide the list to the Competent Authorities of both Parties. The Competent Authorities for either Party may provide comments or feedback to the Procurement Panel regarding the Applicant List within **fifteen (15) working days** of receipt of the list;
 - (f) The Procurement Panel shall request that at least five applicants from the Applicant List submit financial bids in accordance with the Nigerian Bureau of Public Procurement Act and the requirements of the Agreement and its Schedules. The Procurement Panel shall provide all financial bids received to all Competent Authorities and their authorized representatives or advisors within **three (3) working days**;
 - (g) The Procurement Panel, in consultation with the Government of the United States of America and a representative of Bayelsa State Government shall make a proposed selection for the Implementing NGO(s) in accordance with the Nigerian Bureau of Public Procurement Act and the requirements of the Agreement, including its Schedules; and
 - (h) The Competent Authority of the Federal Republic of Nigeria shall provide a Notice of Proposed Selection of the Implementing NGO(s) to the Competent Authorities of both Parties within **five (5) working days** of the identification of the proposed selection in accordance with the paragraph above.
5. Within **ten (10) working days** of the Parties' approval of the Work Plan(s) and financial bid(s) of the selected NGO(s) and following receipt of a letter of acceptance from the selected applicant(s), the Competent Authority of the Federal Republic of Nigeria shall submit the final selected bidder(s) for Federal Executive Council's Approval.
6. Once the Federal Executive Council approves the final selected bidder(s), the Competent Authority of the Federal Republic of Nigeria shall issue a contract to the selected applicant(s).

SCHEDULE 4

Monitoring CSO(s) Selection Process

1. Within **ten (10) days** of the execution of the Agreement, the Government of the Federal Republic of Nigeria shall initiate procedures for the selection of the Monitoring CSO(s). The Monitoring CSO(s) shall be selected in accordance with Nigerian law, public procurement procedures and guidelines and in accordance **with Article 4, and Schedules 1 and 2 of the Agreement**. The selection shall be by competitive procurement process.
2. The Competent Authority for the Federal Republic of Nigeria shall establish a specialist panel to manage the procurement process (the 'Procurement Panel'). The Procurement Panel shall consist of one person from the Bureau of Public Procurement (BPP), Federal Ministry of Justice Procurement Department, one person from the International Asset Recovery Unit and one independent evaluator from the private sector.
3. The Parties shall consult with each other at each stage of the procurement and selection process. The Procurement Panel shall provide information to and be advised by the Competent Authorities of the Parties or their authorized representatives or advisors at each stage of the process.
4. The procedure for the selection and engagement of the Monitoring CSO(s) shall be as follows:
 - (a) the Government of the Federal Republic of Nigeria (through its Procurement Panel), in consultation with the Government of the United States of America and a representative of Bayelsa State Government, shall initiate procurement procedures for selection of one or more CSO(s) or consortium of CSO(s) in accordance with the Nigerian Bureau of Public Procurement Act (2007) and the terms of the Agreement and its Schedules;
 - (b) Pursuant to the Agreement and its Schedules, the Government of the Federal Republic of Nigeria shall publish a **Request for Proposals** in government websites, for **three (3) weeks or fifteen (15) working days**. The invitation to submit proposals shall specify the Work Plan and the skills and experience set out in Schedules 1 and 2 to the Agreement;
 - (c) The expiration of the publication period shall be the deadline for receipt of proposals (the 'Application Deadline');

- (d) The Procurement Panel shall provide copies of all proposals received to the Competent Authorities of both Parties within **five (5) working days**;
 - (e) The Procurement Panel shall prepare a list of all applicants that meet the requirements of the Nigerian Bureau of Public Procurement Act and the Agreement, including its Schedules, (the 'Applicant List'), and shall immediately provide the list to the Competent Authorities of both Parties. The Competent Authorities for either Party may provide comments or feedback to the Procurement Panel regarding the Applicant List within **fifteen (15) working days** of receipt of the list;
 - (f) The Procurement Panel shall request that at least five applicants from the Applicant List submit financial bids in accordance with the Nigerian Bureau of Public Procurement Act and the requirements of the Agreement and its Schedules. The Procurement Panel shall provide all financial bids received to all Competent Authorities and their authorized representatives or advisors within **three (3) working days**;
 - (g) The Procurement Panel, in consultation with the Government of the United States of America and a representative of Bayelsa State Government shall make a proposed selection for the Monitoring CSO (s) in accordance with the Nigerian Bureau of Public Procurement Act and the requirements of the Agreement, including its Schedules; and
 - (h) The Competent Authority of the Federal Republic of Nigeria shall provide a Notice of Proposed Selection of the Monitoring CSO(s) to the Competent Authorities of both Parties within **five (5) working days** of the identification of the proposed selection in accordance with the paragraph above.
5. Within **ten (10) working days** of the Parties' approval of the Work Plan and Financial Bids of the selected CSO(s) and following a receipt of a letter of acceptance from the selected applicant (s), the Competent Authority of the Federal Republic of Nigeria shall submit the final selected bidder(s) for Federal Executive Council's Approval.
 6. Once the Federal Executive Council approves the final selected bidder(s), the Competent Authority of the Federal Republic of Nigeria shall issue a contract to the selected applicant(s).

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Federal Ministry of Justice
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Nigeria



February 13, 2023

HAGF/IR/ARMU/13/2021

The Honourable Minister of Foreign Affairs
Ministry of Foreign Affairs,
Abuja.

RE: SIGNING OF ASSET RETURN AGREEMENT BETWEEN THE FEDERAL REPUBLIC OF NIGERIA AND THE UNITED STATES OF AMERICA ON THE REPATRIATION OF ASSET RECOVERED FROM THE FORMER GOVERNOR OF BAYELSA STATE, MR. DIEPREYE SOLOMON PETER ALAMIEYESEIGHA FOR THE BENEFIT OF THE PEOPLE OF BAYELSA STATE

You may recall that a repatriation Agreement in respect of the above assets was exchanged on 16th February, 2023 and later signed on 20th February, 2023 between the Federal Republic of Nigeria and the United States of America.

2. You are kindly invited to note that the Agreement which is dated February 16, 2023, does not accurately memorialize the date of signature by the Government of the Federal Republic of Nigeria. To correct these errors, parties have proposed to replace "Done at Abuja, this 16th day of February, 2023, in duplicate in the English language with Done at Abuja, the 16th and 20th days of February, 2023, paragraph (d), the Agreement entered into force on February 20, 2023.

3. Accordingly, the above correction shall be deemed to constitute the consent of the two governments to correct the Agreement as set forth above and to confirm the entry into force date of the Agreement as February 20, 2023.

4. Please accept the assurances of my high regards and esteem consideration.

Abubakar Malami, SAN
Honourable Attorney General of the Federation
and Minister of Justice