

MODEL AGREEMENT

EMERGENCY RELIEF CONSIGNMENT BORDER CLEARANCE AGREEMENT BETWEEN NATIONAL EMERGENCY MANGEMENT AGENCY (NEMA), NIGERIAN CUSTOMS SERVICE AND NIGERIAN IMMIGRATION SERVICE

Recognizing its responsibility, the Federal Government of Nigeria pursuant to international agreements including those members of the United Nations, the World Customs Organization, ECOWAS and other inter-governmental bodies to assist in the rapid release from border control of relief goods, equipment and disaster relief personnel into and out of Nigeria in the event of emergencies and disasters (both natural and man-made) to protect lives and infrastructure in Nigeria and assist other states with relief goods originating from Nigeria as part of multi-national relief efforts; and

Recognizing that within the Nigerian Government many agencies, as identified in this agreement as signatories, share responsibility for goods crossing the borders of Nigeria, and

Recognizing these agencies share mutual responsibility for the safety of the citizens and non Nigerian Citizens present in Nigeria at the time of an emergency and in accordance with international agreements, wish to cooperate in the speedy clearance of Emergency Relief Consignments (ERC) entering into Nigeria for emergency relief efforts in response to declared disasters, and

Recognizing these same agencies share mutual responsibility for the safety of all persons of other countries at the time of an emergency and in accordance with international agreements recognized by the Government of Nigeria, wish to cooperate in the speedy clearance of Emergency Relief Consignments (ERC) of Nigerian origin leaving Nigeria as part of an international emergency relief efforts in response to declared disasters, and

Recognizing these same agencies of the Government sharing their equal responsibility to facilitate the movement of commercial goods across borders in the ordinary course of business that will significantly reduce the potential for manmade disasters, particularly those related to food security; and

Recognizing their mutual obligations in response to national state of emergency as declared by the Government or in response to a request for assistance from another nation seek to minimize if not prevent the distortion of normal market flows and domestic production that may be caused by the introduction of disaster relief goods, particularly in the case of food and agricultural products; and

Whereas National Emergency Management Agency is the primary agency within Nigeria for the coordination of the many Governmental (GOV), inter-governmental (IGO) and non-governmental (NGO) organizations in emergency and disaster relief; and

Whereas the Nigeria Customs Service is the primary border agency in Nigeria responsible for the cross border movement of all goods including those goods needed for emergency relief; and

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Whereas the Nigeria Immigration Service is the primary border agency in Nigeria responsible for the cross border movement of all persons entering or leaving Nigeria including disaster relief personnel; and

Whereas under the Treaty of Economic Community of West African States (ECOWAS), Article 29: Member States undertake to protect, preserve and enhance the natural environment of the region and co-operate in the event of natural disaster; and

Whereas under ECOWAS agreements, there are provisions for the free movement of persons, goods and transport that may streamline the response to disasters and prevention of famine; and

Whereas the International Convention on the simplification and harmonization of Customs procedures as revised (revised Kyoto Convention), the Customs Convention on the ATA carnet for the temporary admission of goods (ATA Convention), the Convention on Temporary Admission (Istanbul Convention), the Convention on International Civil Aviation (Chicago Convention) and the International Maritime Organization Convention on Facilitation of International Maritime Traffic recommend simplified procedures and other facilitation measures to be applied, inter alia, to the trans-border movement of relief consignments and possessions of disaster relief personnel; and

Whereas paragraph 3 of the Annex to United Nations General Assembly Resolution 46/182 underlines that humanitarian assistance should be provided in accordance with the consent of and in principle, on the basis of an appeal by the affected country, and that the sovereignty, territorial integrity and national unity of States must be fully respected in accordance with the Charter of the United Nations; and

Whereas paragraph 6 of the said Annex calls upon the States, whose populations are in need of humanitarian assistance, to facilitate the work of intergovernmental and non-governmental organizations in implementing this assistance; and

Whereas paragraph 7 of the said Annex urges the States in proximity to emergencies to participate closely with the affected countries in international efforts, with a view to facilitating, to the extent possible, the transit of humanitarian assistance; and

Whereas paragraph 28 of the said Annex instructs the United Nations to continue to make appropriate arrangements with interested Governments, inter-governmental and non-governmental organizations to enable it to have more expeditious access, when necessary, to their emergency relief capacities, including food reserves, emergency stockpiles and personnel, as well as logistic support; and

Whereas paragraph 29 of the said Annex further instructs the United Nations to develop special emergency rules and procedures to enable all organizations to procure quickly emergency supplies and equipment; and

Whereas paragraph 30 of the said Annex requests disaster-prone countries to develop special emergency procedures to expedite the rapid procurement and deployment of equipment and relief supplies; and

Whereas paragraph 4 of United Nations General Assembly Resolution 47/168 calls upon potential donors to adopt necessary measures to increase and expedite their contributions, including setting aside, on a stand-by basis, financial and other resources that can be

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disbursed quickly to the United Nations system in response to the consolidated appeals of the Secretary General; and

Whereas paragraph 8 of the said Resolution requests the Secretary General, after consultations with Governments, to report the ways and means to improve further United Nations capability in the areas of prevention and preparedness in relation to natural disasters and other emergencies, in particular emergencies involving food, medicines, shelter and health care, as provided in General Assembly Resolution 46/182; and

Whereas the United Nations Department of Humanitarian Affairs serves as the central focal point in the United Nations with Governments, inter-governmental and non-governmental organizations concerning the United Nations emergency relief operations; and

Whereas the Customs Co-operation Council (World Customs Organization) adopted, on 8 June 1970, a Recommendation to expedite the forwarding of relief consignments in the event of disasters; and

Whereas Nigeria wishes to contribute to the speedy delivery of international humanitarian assistance to disaster-affected populations and the prevention of famine;

Now therefore, the Federal Government of Nigeria Agencies and Organizations signatory to this agreement agree as follows:

ARTICLE 1 Definitions

For the purpose of this Agreement the term:

1.1. *"Disaster"* means :

A serious disruption of the functioning of the society, causing widespread human, material, or environmental losses which exceed the ability of affected society to cope using only its own resources. The term covers all disasters irrespective of their cause (i.e both natural and manmade). A Disaster may be formally declared by the Head of State or designate in which the event occurs or by multi-national agreement by the United Nations.

1.2. *"Disaster relief personnel"* means:

Individuals, groups of individuals, teams and constituted units executing delivery of humanitarian assistance within the framework of a United Nations or other national, bilateral or multilateral relief operation.

Examples of disaster relief personnel that can be involved in any particular disaster are :

UN delegates;
Experts on mission for the United Nations;
Emergency response personnel to assist refugees and internally displaced persons;
International Search and Rescue teams;
Medical teams;
Specialized teams provided by foreign and domestic military, civil defense and civil protection organizations (MCDA teams);
United Nations Disaster Assessment and Co-ordination (UNDAC) team;
Government and Non-government agencies registered with the national emergency management agencies;
Military forces engaged in relief assistance.

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1.3. "*Possessions of disaster relief personnel*" means:

All equipment, provisions, supplies, personal effects and other goods brought for and/or by disaster relief personnel in order to perform their duties and to otherwise support them in living and working in the country of the disaster throughout the duration of their mission.

1.4. "*Relief consignment*" means:

Goods, such as vehicles and other means of transport, foodstuffs, medicaments, clothing, blankets, tents, prefabricated houses, water purifying and water storage items, or other goods of prime necessity, forwarded as aid to those affected by disaster. Relief consignments are not intended for commercial distribution or sale or are they subject to duty and taxes.

1.5. "*Relief operation*" means:

Assistance and/or intervention, by a government or non-government entity (during or after a disaster to meet the life preservation and basic subsistence needs. Relief operations can be of an immediate and short response nature or protracted duration.

1.6. "*Emergency*" means:

A sudden and usually unforeseen event that calls for immediate measures to minimize its adverse consequences.

1.7. "*Food relief*" means:

Food stuffs intended to meet a sudden or protracted food shortage and not intended for commercial distribution/redistribution.

1.8. "*Famine prevention/reduction goods*" means:

Food stuffs and all goods related to the growth, production, storage and distribution of food for human direct or indirect consumption increasing food security.

1.9. "*Emergency Relief Transshipment or Transit*" (ERT/T) means:

The transshipment in the national territory or transit through the national customs territory under the customs regime of transit in the most expeditious process possible under the provisions of national customs legislation.

1.9.1 Transshipment is further defined following the definition of the revised Kyoto Convention to mean: "...the Customs procedure under which goods are transferred under Customs control from the importing means of transport to the exporting means of transport within the area of one Customs office which is the office of both importation and exportation."

1.9.2 Transit is further defined following the definition of the revised Kyoto Convention to mean: "...the Customs procedure under which goods are transported under Customs control from one Customs office to another;"

10.10. "*Emergency Customs Clearance*" means:

The release of goods as defined in Articles 1.4 and 1.7 of this agreement on behalf of the Government of Nigeria and its agencies for:

- final export;
- temporary export;
- transshipment, inward clearance, transit under customs control and exit from national territory of goods subject to ERT/T treatment;
- import for free circulation;
- temporary import;

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- re import of all goods previously temporarily exported under the provisions of this agreement.

1.11. "National *Emergency Management Agency*" means:

For Nigeria – National Emergency Management Agency (NEMA)

For any other country that agency as recognized by NEMA as their counterpart

1.12. "*Customs*" means:

For Nigeria – Nigeria Customs Service

For any other country that agency as recognized by the Nigeria Customs Service and is a Member of the World Customs Organization as their counterpart

1.13. "*Immigration agency*" means:

For Nigeria – Nigeria Immigration Service

For any other country that agency as recognized by the Nigerian Immigration Service as their counterpart

ARTICLE 2

Organizations involved in relief operations

Included are:

- Governmental (GOV), UN, UN Agencies, Red cross and other inter-governmental (IGO) and non-governmental (NGO) organizations certified by the national emergency management agency as bona fide participants within the framework of a national relief operation as recognized by NEMA on behalf of Nigeria.

- Transport carriers approved and certified by the national emergency relief agency owned, contracted by or certified GOV/IGO/NGO for transportation of relief consignment(s) and/or possessions of disaster relief personnel as recognized by NEMA on behalf of Nigeria.

ARTICLE 3

For facilitation measures for relief operations the Federal Government of Nigeria and the Nigerian Agencies and organizations signatory to this agreement agree to:

3.1. With respect to exports and departing persons from Nigeria:

3.1.1. Waive any economic export prohibitions or restrictions, and any export duties, taxes or fees, in respect of goods contained in relief consignments destined for countries having suffered disasters and in possessions of disaster relief personnel;

3.1.2. Accept at exportation, as a general rule, the written summary declarations made out by the NEMA recognized GOV/IGO/NGO as detailed in Article 2 of this Agreement, of relief consignments as evidence of the contents and of the intended use of such consignments without further inspection or testing of the goods except in cases of mutual obligations between Nigeria and the intended recipient country of the goods, or in the case of specific, articulated evidence of suspected non-conformance to Nigeria national legislation;

3.1.3. Take such steps as may be necessary in order that the Nigeria Customs Service are in a position to:

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(a) expeditiously examine, only when necessary as articulated in 3.1.2 for acceptance for security or narcotics/contraband control purposes and where appropriate by applying sampling or selective techniques against the summary declaration, the contents of the relief consignments and possessions of disaster relief personnel, and certify the results of this examination on that declaration on behalf of itself and other agencies or the Nigerian Government;

(b) where possible, place such consignments under Customs seals where such action is likely to avoid delays in the forwarding of the goods at later stages in their journey;

(c) permit such consignments to be presented for export clearance at any approved Customs office and, in stock-pile States, in advance of the need for actual export; and

(d) permit such consignments to be placed in a Customs warehouse for subsequent export, for providing humanitarian assistance without further examination at time of export.

(e) With specific reference to famine prevention and reduction goods, facilitate to the greatest degree possible the export of commercial goods.

3.1.4 With specific reference to famine prevention and reduction goods, facilitate to the greatest degree possible the export of commercial goods using the ordinary export procedures.

3.1.5 Take such steps as may be necessary in order that the Nigeria Immigration Service are in a position to expedite the departure from Nigeria persons as defined in Article 1.2 of this Agreement.

3.2. With respect to transshipment or transit:

Follow procedures and processes of any International multilateral or bilateral agreements as may be entered into by Nigeria with respect to Article 1.9 "*Emergency Relief Transshipment or Transit*" (ERT/T).

3.3. With respect to imports:

3.3.1. Allow admission free of import duties and taxes and all charges having an equivalent effect and free of economic import prohibitions or restrictions in respect of:

(a) all relief consignments imported by GOV/IGO/NGO organizations involved in relief operations as detailed in Article 2 of this Agreement, for distribution free of charge by them or under their control to victims of disaster in Nigeria, in particular where such consignments consist of foodstuffs, medicaments, clothing, blankets, tents, prefabricated houses or other goods of prime necessity;

(b) possessions of disaster relief personnel as defined in Article 1.2 delivering humanitarian assistance;

3.3.2. Facilitate the temporary admission, with conditional relief from import duties and taxes of any equipment required by the GOV/IGO/NGO organizations involved in disaster relief detailed in Article 2 of this Agreement, and used by them or under their control in action undertaken to alleviate the effects of a disaster; and whenever

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possible not to require security but accept an undertaking given by them to re-export such equipment;

This equipment covers *inter alia*:

- transmission and communication equipment;
- water purifying and water storage items;
- all equipment, machinery, including excavators, tractors, trailers, water tankers, personnel and equipment van, super heavy duty crane, tele handler, wheel loaders, track loader, graders, bulldozers, heavy duty towing truck, light duty towing truck, super heavy duty truck, low bed, tippers, life support ambulance, ambulance boat, ambulance helicopter, emergency rescue tender, salvage truck, water tanker, hydraulic platform, hydraulic compact cutters, hydraulic heavy duty cutters, hydraulic equipment buffel, hydraulic heavy duty spreaders, telescopic rescue-cylinder, search cameras, night vision goggles, alight night shifter, dragon search lights, automatic external defibrillator, motorized spraying machine, personnel protective equipment, cordon tapes, airbags 20 tons, cold chain compartment, first aid kit, disaster management drugs and material, life jacket, 18 No.GPS map, leica system, goggle earth, automated R2V digitizer, stretchers, 7HF barrett base stations, 7HF barrett mobile vehicle, Motorola GP380 walkie talkies, fully equipped ERT personnel and equipment vehicle, mobile intensive care units/life support ambulances, search and rescue cable probe camera and breaching system, aerial rescue equipment, fully equipped emergency rescue tender, dragon search lights, HF codan base stations and associate equipment, tools and electronic devices required by technical specialists, such as doctors, engineers, communications technicians, logisticians, community workers, etc. to perform their duties;
- equipment not directly involved in relief operations but used to fight and eliminate the consequences of natural and similar disasters, e.g. for elimination of pollution of all types, decontamination of buildings and territories, inspection of industrial structures, etc.;
- administrative support items such as office equipment (e.g., computers, photocopiers and typewriters), expendable supplies, staff security items and administrative manuals and documents;
- tents, prefabricated and mobile staff accommodation units and associated materials including cooking and dining equipment and supplies, sanitation requirements and compound safety/security items;
- possessions of disaster relief personnel;
- means of transport and spare parts and equipment for their repair;
- animals for rescue operations, e.g. specially trained dogs;

3.3.3. Authorize and make suitable arrangements for the relief consignments, including those in containers and on pallets, and the possessions of disaster relief personnel to be examined and/or released outside the hours and places normally prescribed, and to waive any charges for Customs attendance;

3.3.4. Allow operators and importers to submit manifest and entry details to Customs prior to arrival of the relief consignments in order to facilitate immediate release;

3.3.5. Accomplish physical examination of cargo, only when required on articulated risks, on a sampling or selective basis, and carry out such examination as rapidly as possible and at a location that will rapidly facilitate the release from customs controls;

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3.3.6. Make arrangements whereby the maximum number of relief consignments can be released promptly after arrival upon presentation of a provisional entry document or a legally acceptable electronic equivalent, subject to complete fulfillment of Customs and other requirements within a specified time limit;

3.3.7 With specific reference to famine prevention and reduction goods, facilitate to the greatest degree possible the import of commercial goods using the ordinary import procedures.

ARTICLE 4

Application of facilitation measures

The measures in Article 3 shall be applied:

- to relief consignments and possessions of disaster relief personnel sent to disaster affected areas by any of the organizations referred to in Article 2 of this Agreement;
- by Customs for all goods as defined in Articles 1.4 and 1.7 of this agreement at the points of entry and/or exit, whether or not they have been informed by their superior administration of a particular relief consignment and/or possessions of disaster relief personnel.
- by Immigration for all persons as defined in Article 1.2 at the points of entry and/or exit.

ARTICLE 5

Implementation steps and timelines

The following steps and timelines are mutually agreed to by the Government of Nigeria and the undersigned agencies and organizations of Nigeria as signatories to this Agreement:

5.1 Establishment of internal polices, procedures, and processes.

Parties signatory to this agreement shall within 60 days of the signing of this agreement establish internal polices and procedures commensurate with national legislation for the speedy export, transit and import of emergency relief consignments. Policy, procedure and process responsibilities include:

5.1.1 Responsibilities of the National Emergency Management Agency

The NEMA is the designated agency responsible for national emergency response in Nigeria and shall, to the greatest extent possible, establish a list of organizations within the country as described in Article 2 that may be the recipients of emergency relief consignments, potential users of the ERT/T provisions or exporters of emergency relief consignments as defined in Article 1.4. NEMA will be responsible to conduct due diligence review of those entities applying for pre-approval for emergency relief operations. The due diligence will include agreement as to how those entities will document validity of shipments that may be subject to ERT/T and identification of personnel engaged in such efforts. They will be responsible to share this list with other parties to this agreement. They will be the primary point of contact between the Government of Nigeria and counterpart national emergency management agencies in other countries and organizations described in Article 2 of this agreement to activate and terminate the provisions of this agreement.

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The NEMA shall, validate, particularly in the case of famine prevention/relief goods, that the declaration of a disaster and the request for food relief does not distort normal production and market flows causing further long term harm.

5.1.2 Responsibilities of the Nigeria Customs Service

The NCS shall be the responsible agency at the national border for:

- final export;
- temporary export;
- transshipment, inward clearance, transit under customs control and exit from national territory of goods subject to ERT/T treatment;
- import for free circulation;
- temporary import;
- re import of all goods previously temporarily exported under the provisions of this agreement.

The Nigeria customs shall be the responsible agency for the clearance of accompanying goods as defined in Article 1.3 personnel or persons as defined in Article 1.2 transiting the national territory for emergency relief efforts. Clearance of goods, as defined in Article 1.3 shall be on oral declaration only to the greatest extent possible.

The NCS shall accept the official notification from NEMA as to the specifics of goods as the equivalent of a customs guarantee following the principals of the RKC General Annex Standard 5.4 for goods that are in transit or transshipment or under any import or export regime covered by this Agreement.

As a guideline, on arrival at the customs of the country of transit emergency relief consignments as defined in Articles 1.4 and 1.7 shall be expedited to begin transit (24 hours) of verification of status as an ERT. Transit processes shall, subject to national conditions, proceed without stoppage wherever practical. Release at point of departure of the transit country shall be accomplished by the national customs (24 hours) except in documented case of suspected abuse of ERT/T regime.

As a guideline, for export or import (24 hours) of verification of status as an emergency relief goods as defined Article 1.4 customs clearance shall be completed. Specific to containerized cargo arriving or departing by vessel, the NCS is responsible to work with all actors in both the Government and the private sectors to the greatest extent possible to maximize the number of container lifts. (As an example, for import cargo, the container would be placed directly from the ship to the truck that will move the cargo to the emergency relief operation or staging area.)

The NCS at the point of departure shall take responsibility to assist the neighboring country's customs administration in the effective transfer of the goods for the next leg of transit or entry for customs clearance in the neighboring country. The notification to the neighboring county of the intended border crossing shall, where possible, be with at least 24 hour notice of the expected arrival. Where possible the customs of the adjoining countries shall follow the provisions of General Annex Transitional Standard 3.4 "At common border crossings, the Customs administrations concerned shall, whenever possible, operate joint controls."

The NCS where goods subject to export, ERT/T provisions are in transit or import shall make special provisions for the border clearance of goods outside the normal

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hours of customs operations and in coordination with the customs of the neighboring country.

Clearance of goods subject to export, ERT/T or import shall be on minimal documentation following the provisions of the revised Kyoto Convention General Annex Transitional Standard 3.32 and Specific Annex E, Recommended Practice 7 using commercial documentation including existing manifests as primary documentation for customs clearance.

Clearance of commercial goods related to famine prevention/reduction will also be provided maximized facilitation for export, transit or import as may be afforded under national legislation.

5.1.3 Responsibilities of Nigeria immigration agencies

The national agency responsible for the entry of persons into the national territory shall grant speedy clearance of persons established as members of a team engaged in emergency relief efforts as defined in Article 1.2 of this agreement. Advanced notice shall be given to the Nigeria Immigration services with the names and information of relief personnel expected into the Nigeria included. This shall include the transit overland through the country without visa within specified time periods as are reasonable subject to distance and road conditions. Persons defined in Article 1.2 shall be granted entry into Nigeria with or without visa for the period of their stay for emergency relief operations as defined in Article 1.5 without further modification to their status unless based on specific, articulated reason are identified as excludable (i.e. known criminals, persons of concern for security reasons.)

5.2 Declaration of Emergency

For a state of emergency in Nigeria:

The President or the Acting President in the event of the incapacity or unavailability of the President upon the declaration of a state of national emergency shall direct the Director General NEMA to seek mutual assistance under this agreement. The declaration of emergency shall specify:

5.2.1 Nature of the emergency and area of impact (i.e. Earthquake and location, crop failure due to drought);

5.2.2 Anticipated duration of the state of emergency to the degree predictable.

5.2.3 Type of emergency relief goods needed in general terms. (i.e. Medicines, food, temporary shelter.)

Recognition of a state of emergency in another country:

The President or the Acting President in the event of the incapacity or unavailability of the President upon the declaration of a state of national emergency shall direct the Director General NEMA to provide assistance to the nation or the UN seeking assistance.

5.3 International Notification and Ongoing National Coordination

The Director General of NEMA shall notify other countries of the state of emergency through official channels of the request for assistance. Official channel notification shall be interpreted in the widest possible meaning relevant to the state of emergency declared. The notification shall identify:

5.3.1 The authorized recipients of emergency relief consignments

5.3.2 Goods:

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5.3.1.1 by end use (i.e. goods for the restricted use of authorized relief participants); or

5.3.1.2 description of goods by HS tariff classification (i.e. HS tariff chapters for food stuffs.)

5.3.3 Any particulars of expected shipments subject to this agreement available at that time.

5.3.4 Updates of particulars of expected shipments subject to this agreement as they become available in a continued speedy manner.

5.4 Acceptance of Notification and ongoing coordination

The Director General of NEMA on behalf of Nigeria on receiving a request for assistance shall be authorized by the President or designee to accept the notification of the request for assistance and forthwith notify the requesting party of the receipt and acceptance of the request through official channels. Official channel notification shall be interpreted in the widest possible meaning relevant to the state of emergency declared. Further the Director General of NEMA shall closely coordinate with counterparts in the updating of information to the NCS of expected shipments subject to export, ERT/T treatment or import. This may include the delegation to the national customs to directly accept updated information on export, ERT/T or import shipments.

5.5 Delegation to Nigerian Customs services

The Director General of NEMA shall within 24 hours notify the Comptroller General of NCS of the acceptance of the particulars of the state of emergency whether foreign or domestic. Further the notification shall to the greatest extent possible provide particulars of the shipments that may cross the borders of Nigeria relative to this emergency. The CG NCS shall forthwith notify all customs points of entry (air, sea and land) of the particulars of the request and the designated organizations under the agreement and any known particulars of shipments. The notification to the customs offices shall authorize the speedy clearance for export, transit or import of the emergency relief consignments following national pre-established procedures. The national customs shall be responsible for the speedy export, ERT/T or import clearance as provided for in national legislation.

5.6 Implementation by Customs

The NCS shall be responsible for the speedy import, transshipment or customs transit and export following Article 1.10 for Emergency Customs Clearance for goods as provided for in Articles 1.3, 1.4, and 1.7 of this Agreement.

5.7 Implementation by Immigration

The Director-General of NEMA shall notify the comptroller general of the Nigeria Immigration Service who shall be responsible for the speedy clearance and temporary admission of persons entering, transiting or leaving the national territory of Nigeria related to an emergency relief effort.

5.8. Termination of Declaration of Emergency

The President of Nigeria or the Acting Head of State in the event of the incapacity or unavailability of the President upon the termination of a state of national emergency shall make such declaration. The Director General of NEMA shall notify the Nigerian Agencies and organizations signatory to this agreement of the termination of the state of emergency. The termination of the special provisions of this Agreement shall commence upon declaration for goods intended for export and 30 days from the date of notification to permit all goods currently in transit under this Agreement to arrive at destination or transit in Nigeria. The Declaration of the Termination of the State of Emergency shall also be made forthwith to

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the participants authorized under Article 2 and request a complete listing of all goods already in transit shipments.

5.9. International Notification of termination of the state of emergency

The Director General of NEMA shall notify the counterpart government (s) through official channels of the termination of the emergency and termination of the request for assistance by Nigeria. Official channel notification shall be interpreted in the widest possible meaning relevant to the state of emergency declared.

5.10. Acceptance of Notification of termination of the state of emergency

The Director of NEMA, on behalf of Nigeria shall accept the notification of the termination of the request for assistance through official channels. Official channel notification shall be interpreted in the widest possible meaning relevant to the state of emergency declared.

5.11. Notification to NCS and NIS of termination of the emergency

The Director of NEMA shall within a maximum of 24 hours notify the CG NCS and CG NIS of the termination of the state of emergency and the date of termination. The Director General of NEMA shall notify the CG NCS on updates already in progress and transits expected within the remaining period up to the termination of the ERT/T or import.

5.12. Termination by NCS

The CG NCS shall forthwith notify all customs points of entry (air, sea and land) of the particulars of the termination of the request and any supplemental information and any known particulars of shipments still in route. The notification to the customs offices shall set a definitive date for termination of export, ERT/T and import procedures subject to this agreement. The NCS shall be responsible to post notice in accordance with national legislation of the date of termination of acceptance for goods subject to export, ERT/T or import under this agreement. Goods presented for export, arriving for transit or import beyond the termination date will be processed under normal processes and provisions commensurate with national legislation.

5.13. Termination by NIS

Upon receipt of notification, the NIS shall through the NEMA registered GOV/IGO/NGO organizations involved in Nigeria relief efforts under this Agreement that persons previously admitted into Nigeria under the special provisions of this Agreement must depart Nigeria within 30 days or apply for extended admission in Nigeria under standard provisions of the Immigration laws and regulations of Nigeria.

ARTICLE 6

Ad-hoc adjustments

The Federal Government of Nigeria and the agencies and organizations signatory to this agreement may conclude ad-hoc adjustments to the present Agreement.

ARTICLE 7

Entry into force, amendment and termination

7.1. This Agreement shall enter into force (within 60 days) upon its signature by all parties.

7.2. This Agreement may be amended only by a written instrument signed by all parties.

7.3. This Agreement may be terminated by either party after 90 days of written notice to the other party, to that effect.

(signature/date blocks)