

# **TRIPARTITE AGREEMENT**

**BETWEEN**

**THE NIGERIA HYDROLOGICAL SERVICES  
AGENCY**

**AND**

**UZ JONAS CONSULT LTD**

**AND**

**GLOBAL FLOOD DISASTER  
MANAGEMENT LTD**

*Prepared by:  
Legal unit,  
3<sup>rd</sup> floor, Room 306,  
Nigerian Hydrological Services Agency,  
Plot 222, Shettima Ali Monguno Crescent, Utako, Abuja.*



THIS AGREEMENT is made this ..... day of ..... 2025

**BETWEEN:**

1. **THE NIGERIA HYDROLOGICAL SERVICES AGENCY**, a Federal Government Agency with its official address at Plot 222, Shettima Ali Monguno Crescent, Utako District, Abuja, FCT, Nigeria (hereinafter referred to as “NIHSA”), which expression shall, where the context admits, include it’s his legal representatives, executives, executors, administrators, of the one part.

2. **UZ JONAS CONSULT LTD**, a company duly registered under the laws of the Federal Republic of Nigeria (RC: 1083899) with its registered address at Annex A, House 20, Road 353 Gwarinpa, Abuja, FCT (hereinafter referred to as “the Consultant”), which expression shall, where the context admits, include it’s his legal representatives, executives, executors, administrators, title of the other part.

3. **GLOBAL FLOOD DISASTER MANAGEMENT LTD**, a company duly registered under the laws of the Federal Republic of Nigeria, of No. 11 Luigi Street, Wuse 2, Abuja FCT, ((hereinafter referred to as “GFDM” or “the SPV) which expression shall, where the context admits, include his legal representatives, executives, executors, administrators, assigns and successors-in-title of the other part.

**WHEREAS:**

**NIHSA** is the statutory body responsible for the collection, analysis and dissemination of hydrological data and issuance of early warning for floods. It also provided technical support for water resources management and disaster risk reduction and has identified the need for strategic funding and collaboration to strengthen flood disaster mitigation effects in Nigeria;

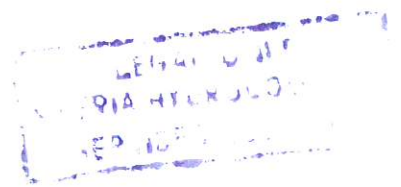
**UZ Jonas Consult Ltd** has been engaged to provide consultancy services including identifying funding sources and managing fundraising activities;

**GFDM Ltd** has been established as a Special Purpose Vehicle to receive, warehouse, manage, and disburse funds sourced for flood mitigation;

**NOW THEREFORE**, in consideration of the mutual covenants and obligations contained herein, the parties agree as follows:

**1. PURPOSE AND OBJECTIVES**

This Agreement outlines the roles and responsibilities of NIHSA, the Consultant, and GFDM Ltd in the implementation of the National Flood Management Initiative, fundraising, fund management, and project execution.



## **2. ROLES AND RESPONSIBILITIES**

### **2.1 NIHSA Shall:**

- i. Provide institutional support and guidance;
- ii. Collaborate with the Consultant in developing documentation and liaising with government stakeholders;
- iii. Issue letters and correspondence required for donor engagement, including any other legitimate activity that can enhance the objectives of the goals of the project and of flood fund raising in Nigeria.;
- iv. Determine cost requirements and implementation strategies jointly with the Consultant;
- v. Participate in the governance of the SPV.

### **2.2 The Consultant Shall:**

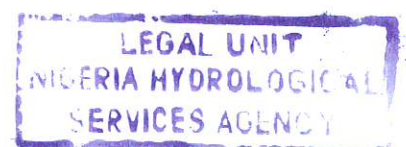
- i. Identify and engage local and international funding sources;
- ii. Develop and execute a national and international fundraising campaign;
- iii. Cover third-party costs required for fundraising;
- iv. Prepare promotional and documentary materials on flood disaster impact;
- v. Participate in SPV management and implement fundraising strategies;

### **2.3 GFDM Ltd Shall:**

- i. Receive and manage all funds raised through this initiative;
- ii. Maintain transparent accounting systems and produce regular financial and impact reports;
- iii. Open and manage bank accounts jointly agreed upon by NIHSA and the Consultant;
- iv. Ensure funds are used exclusively for approved flood mitigation projects;
- v. Be governed by a committee including members from NIHSA and the Consultant;
- vi. Engage auditors and risk managers to ensure compliance and financial prudence.

## **3. FINANCIAL TERMS**

- i. Consultant Compensation: 25% of net funds raised will be allocated to the Consultant as reimbursement for expenses and professional fees.
- ii. Project Implementation Fund: The remaining 70% will be allocated to project implementation through GFDM.
- iii. GFDM Compensation: 5% of net funds raised will be allocated to the SPV as reimbursement for expenses and professional fees.





iv. Accounts: Two dedicated bank accounts shall be opened, with signatories from Consultant and SPV as jointly agreed.

#### **4. GOOD FAITH AND CONFIDENTIALITY**

All parties agree to act in utmost good faith and to maintain strict confidentiality regarding all project-related matters unless disclosure is required by law.

#### **5. DURATION.**

This agreement shall commence on the effective date and shall remain in full force and effect for a period of 3 years unless earlier terminated in accordance with the provisions of this agreement. Upon expiration, the parties may mutually agree in writing to renew or extend their agreement.

#### **6. TERMINATION.**

This Agreement may be terminated by any party with six (6) months' written notice, provided all obligations are settled.

6.2 Termination is only permitted after project commencement if one party breaches trust or integrity provisions.

#### **7. FORCE MAJEURE**

No party shall be held liable for delays or failures in performance due to circumstances beyond their control including natural disasters, acts of war, or other emergencies.

#### **8. DISPUTE RESOLUTION**

All disputes shall be resolved through arbitration in accordance with the Arbitration and Conciliation Act, Cap A18, LFN 2004. The seat of arbitration shall be Abuja, Nigeria.

#### **9. ENTIRE AGREEMENT**

This Agreement represents the entire understanding between the parties and supersedes all prior communications.



IN WITNESS WHEREOF, the parties have executed this Tripartite Agreement the day and year first above written.

FOR: NIGERIA HYDROLOGICAL SERVICES AGENCY (NIHSA)

Name: **Umar Ibrahim Mohammed**

Director General

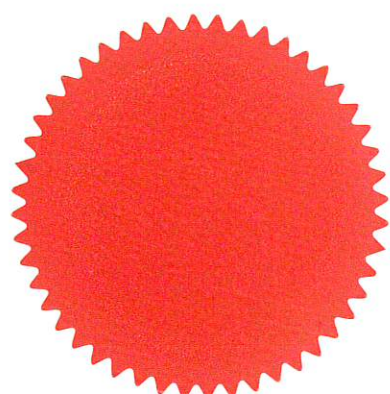
Signature: \_\_\_\_\_

WITNESS

Name: Hijara Musi Ododo

Signature: [Signature]

Address: Nigeria Hydrological Services Agency, U.K.O



FOR: UZ JONAS CONSULT LTD

Name: Mam Ounim

Title: CEO/Managing Director ✓

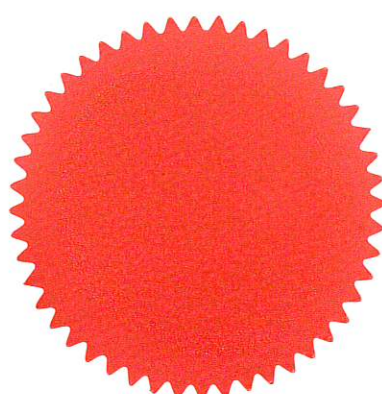
Signature: [Signature]

SECRETARY

Name: DURU Godfrey M

Signature: [Signature]

Address: UZ - JONAS CONSULT LTD



FOR: GLOBAL FLOOD DISASTER MANAGEMENT LTD (GFDM LTD)

Name: NDUBUISI EMMAWEL

Title: Executive Director/Chair

Signature: [Signature]

SECRETARY

Name: HENRIETTA N. Oluokunbi

Signature: [Signature]

Address: GLOBAL FLOOD DISASTER MANAGEMENT LTD.

