



FRILIA GLOBAL MEMORANDUM OF UNDERSTANDING (GMOU) TOOLKIT

LAGOS STATE GOVERNMENT



GLOBAL MEMORANDUM OF UNDERSTANDING (GMOU) TOOLKIT

Introduction to GMOU Toolkit

The Global Memorandum of Understanding (GMOU) toolkit provides legal guidelines and regulatory compliance for land acquisition and implementation of agricultural and development activities pertinent to the operationalization of FRILIA.

Scope of the Toolkit

The GMOU toolkit complements other FRILIA toolkits, specifically:

- Environmental and Social Risk Management Toolkit
- Out-growers and Food Security Toolkit
- Land Access, Easement, and Involuntary Resettlement Management Toolkit
- Community Needs Assessment and Development Toolkit
- Grievance Redress Mechanism Toolkit

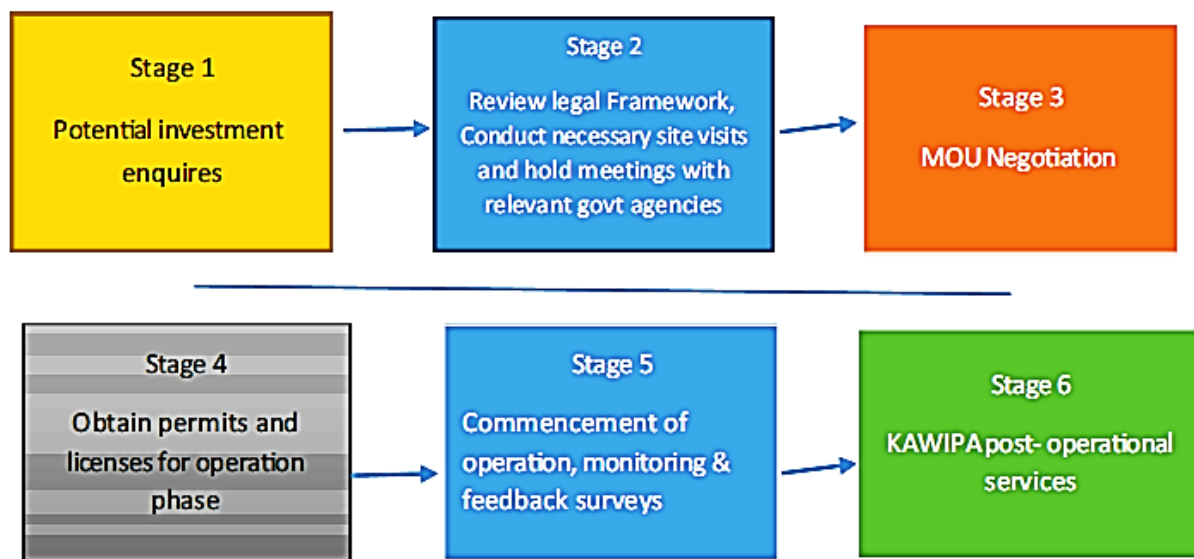
FRILIA Principles Applicable to the GMOU Toolkit

- Investments should be consistent with and contribute to policy objectives, including poverty eradication, food security, sustainable land use, employment creation, and support to local communities (FRILIA principle 1.1).
- Land acquisition and related adverse impacts will, as much as possible, be minimized or avoided (FRILIA principle 1.3).
- Communities have the opportunity and responsibility to decide whether to make land available based on informed choices (FRILIA principle 1.6).
- Investments should be monitored (FRILIA principle 1.7).
- Investments should safeguard against the dispossession of legal tenure rights (FRILIA principle 2.1).
- Existing legitimate rights, including customary and informal, and rights to common property resources, should be systematically and impartially identified (FRILIA principle 2.2).
- Compensation standards are to be disclosed and applied consistently (FRILIA principle 3.1).
- Adequate compensation will be provided to purchase replacement assets of equivalent value and to meet any necessary transitional expenses before taking land or restricting access (FRILIA principle 3.3).



- Safeguard against environmental damage unless adequately mitigated (FRILIA principle 4.1).
- Promote community, individual, and worker safety (FRILIA principle 4.4).
- Promote fair treatment, non-discrimination, and equal opportunity of workers and prevent all forms of forced and child labour (FRILIA principle 4.5).
- Promote recognized good practices for hazardous materials generated (FRILIA principle 4.6).

FRILIA GMOU TOOLKIT APPROACH



GMOU Templates

- **GMOU Template 1:** MOU between LASG and investor
- **GMOU Template 2:** Checklist of human and land-related rights, international standards, and best practices
- **GMOU Template 3:** Crop registration procedure in Nigeria
- **GMOU Template 4:** License and permit compliance checklist
- **GMOU Template 5:** List of regulatory bodies
- **GMOU Template 6:** List of agricultural research institutes in Nigeria
- **GMOU Template 7:** MOU between investors and community members for implementation of community development projects
- **GMOU Template 8:** MOU between investors and out-growers



- **GMOU Template 9:** Guideline for supply contracting agreement between investors and out-growers
- **GMOU Template 10:** FRILIA local employment MOU

Sections of the Guide

1. Responsibilities

In every collaboration, defining clear responsibilities is paramount. The MoU templates include dedicated sections outlining each party's specific roles and obligations. Whether it involves the Lagos State Government, educational institutions, agricultural investors, or economic development partners, clarity in responsibilities is essential for effective execution.

2. Expectations

The templates articulate mutual expectations to align the goals of all parties involved. This section clarifies the anticipated outcomes of the collaboration, ensuring that stakeholders share a common understanding of the project's purpose and its envisioned impact on Lagos State.

3. Timelines

Time is a critical factor in project management. The MoU templates incorporate sections detailing project timelines, milestones, and deadlines. This ensures that all collaborators are synchronized in their efforts and that initiatives progress efficiently toward achieving their goals.

How to Use the Templates

1. Selection:

Choose the relevant MoU template based on the nature of the collaboration (small or large-scale agricultural investment).

2. Customization:

Tailor the template to suit the partnership's specifics. Insert details such as names, addresses, and project details where required.

3. Legal Review:

Before finalizing any agreement, it is advisable to seek legal counsel. Ensure that the terms and conditions comply with Lagos State laws and regulations and adequately protect the interests of all parties.



4. **Signing:**

Once customized and reviewed, the parties involved should sign the MoU to formalize the collaboration.

By embracing these MoU templates, Lagos State aims to foster a conducive environment for impactful, transparent, and accountable collaborations. The state is poised to strengthen its global ties and accelerate progress toward its agricultural and developmental objectives by adhering to these standardized frameworks.



Memorandum of Understanding (MoU) in Investment in Intensive Agriculture

Template

Between

[Your Organization/Entity] and [Partner Organization/Entity]

This Memorandum of Understanding (MoU) is entered into on [Date], by and between [Your Organization/Entity], located at [Address], hereinafter referred to as "Party A," and [Partner Organization/Entity], located at [Address], hereinafter referred to as "Party B."

Purpose of the MoU:

This MoU aims to establish a framework for collaboration between Party A and Party B responsible for the development and investment in intensive agriculture, focusing on [Specify the purpose – e.g., sustainable farming practices, crop diversification, technology integration, etc.] within Lagos State.

Terms of Agreement:

1. Objectives:

1.1 Clearly outline the objectives and goals of the collaboration, including but not limited to increased agricultural productivity, sustainable farming practices, and mutual economic benefits within Lagos State.

2. Responsibilities:

2.1 Party A Responsibilities:

- Define specific responsibilities, tasks, and contributions expected from Party A, including financial commitments, expertise sharing, and resource provision.

2.2 Party B Responsibilities:

- Define specific responsibilities, tasks, and contributions expected from Party B, including land provision, operational management, and adherence to best agricultural practices.



3. Expectations:

3.1 Clearly state the mutual expectations of both parties regarding the collaboration, emphasizing transparency, open communication, and shared success.

4. Timelines:

4.1 Project Timeline:

- Outline the proposed timeline for the collaboration, including key milestones such as land preparation, planting seasons, harvest periods, and other relevant events.

5. Resources:

5.1 Resource Allocation:

- Specify the resources (financial, human, technological) each party commits to the collaboration, ensuring equitable distribution and optimal utilization.

6. Communication:

6.1 Communication Plan:

- Establish a communication plan outlining how information and updates will be shared between the parties, ensuring regular meetings, progress reports, and a designated point of contact.

7. Confidentiality:

7.1 Confidentiality Clause:

- Include a clause specifying the confidentiality of information shared between the parties, particularly concerning proprietary technologies, business strategies, and financial data.

8. Termination:

8.1 Termination Clause:

- Define the conditions under which either party can terminate the agreement, ensuring a fair and transparent process.

**Review and Amendment:**

This MoU may be amended only by written agreement of both parties.

Termination:

Either party may terminate this MoU upon written notice to the other party with [Specify number] days' notice.

Governing Law:

This MoU shall be governed by and construed in accordance with the laws of Lagos State of Nigeria.

Signatures:

Party A	Party B
[Name and Title - Party A]	[Name and Title - Party B]
Date:	Date: