

**CONTRACT AGREEMENT FOR THE PROVISION
OF REMITA PAYMENTS AND COLLECTIONS
GATEWAY SOLUTION**

BETWEEN

YOBE STATE GOVERNMENT OF NIGERIA

AND

ABS BLUEPRINT LIMITED.

JUNE, 2022

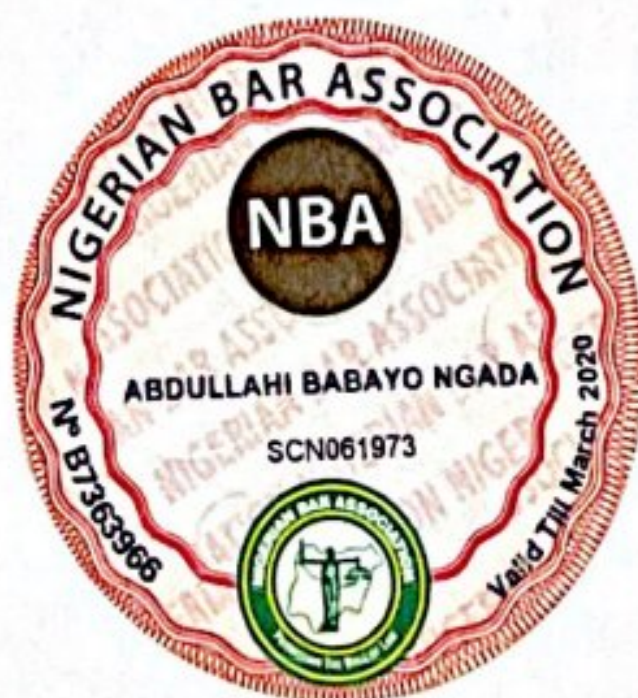


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THIS AGREEMENT is made this.....1st.....day of JUNE.....2022.

BETWEEN

YOBE STATE GOVERNMENT OF NIGERIA, represented by the **Ministry of Finance and Economic Development**, having its office at (Hereinafter referred to as "the Government" which expression shall where the context so admits include its successors- in - title and assigns) of the first part,

AND

ABS BLUEPRINT LIMITED, a Company registered under the laws of the Federal Republic of Nigeria and having its principal place of business at No. 3, Thaba Tseka Street, Wuse II, Abuja FCT (hereinafter referred to as "ABS" which expression shall where the context so admits include its successors- in - title end assigns) of the other part.

The Government and ABS are jointly referred to as "the Parties" and individually as "Party".

WHEREAS:

1. The Government desires to significantly improve transparency, accountability and efficiency across all aspects of its funds disbursement, revenue collection and other related financial management activities.
2. The Government has realised and decided that the implementation of the Treasury Single Account (TSA) scheme is capable of achieving her short, medium and long term financial management objectives.
3. The Government is desirous of engaging the services of a proven provider of an integrated technology platform and services for the operations and management of a robust Expenditure Management and Revenue Collections under its TSA scheme.
4. ABS working with its Technical Partner delivers Software Technology Solutions and Services with offerings spanning Payment Technology infrastructure; Payment Gateway; Payment and Collection Applications; Data Aggregation and Referencing Services among others, that enable public and private sector organisations achieve secure, convenient, centralized and transparent management of revenues and payments.
5. ABS has presented to Yobe State Government, the Remita suite of applications as a proven solution for effective implementation and operation of Expenditure Management and Revenue Collections in the State.
6. The Government has evaluated ABS proposition and hereby appoints ABS to deploy Remita integrated suite of applications for the use of all Yobe State Ministries, Departments and Agencies and Institutions according to the terms of this Agreement.
7. ABS through its Technical Partners has agreed to provide, implement, train users and offer ongoing support in the use of its Remita Integrated Technology Platform and services for the program to cover the different aspects of the Government's: (a) Revenue Collections; (b) Payment Processing; (c) Transactions Monitoring and Reporting; (d) Third Party Systems(s) Integration for all Yobe State Ministries, Departments and Agencies and Institutions.
8. The parties hereby agree that the Remita Solution shall be implemented, operated, and supported under the terms and conditions contained in this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Contract, the following terms shall be interpreted as indicated below:

Agreement:	This Agreement for the implementation and supply of the Remita application for e-Payment, e-Collection, e-Schedule and other associated solutions for the management of expenditure Management and Revenue Collections scheme in the Civil Service and other Ministries, Departments and Agencies of Yobe State.
Day	Calendar day of the Gregorian calendar.
Month	Calendar month of the Gregorian calendar
Multi Bank	A TSA implementation model under which all accounts of the Government maintained at the Central Bank, commercial and micro-finance banks are aggregated for operations and monitoring through a single interface on Remita.
MDA	Statutorily established Ministries, Departments and Agencies of Yobe State Government, including Yobe State owned or controlled Tertiary Institutions, Health Institutions and Local Governments who are empowered to perform defined responsibilities.
OAG	Office of the Accountant General of Yobe State.
Project	The deployment of Remita for the use of the Government within an agreed time frame and conditions.
Project Site(s)	The locations specified and agreed by the parties for the implementation of the Project.
Record	A single set of information that uniquely identifies an individual or organisation on the system.
Remita	The integrated technology solution platform designed for the electronic processing and management of multi-channel revenue collections, payments, invoicing, transactions tracking, and reporting owned by System Specs.
Single Account TSA Model	A Treasury Single Account model under which all Government's funds are domiciled in only one bank which may be the Central Bank or any other licensed bank
System	The Remita Platform and its features and services which shall be deployed for the use of the Government in line with the provisions of this Agreement.
Treasury Single Account or TSA	A unified structure of government bank accounts that gives a consolidated view of government cash resources through the linking of all outbound payment processes and inbound revenue collections processes on a single integrated technology platform.
Week	A seven (7) consecutive days starting on a Monday.
Working Day	Monday to Friday except days declared as Public holidays by the Government or Federal Government of Nigeria.

1.1 Interpretation

- 1.1.1 In this Agreement the singular shall include the plural, except where the context otherwise requires.
- 1.1.2 The headings in the Agreement are included for ease of reference and shall neither constitute a part of the Agreement nor affect its interpretation.
- 1.1.3 Words referring to persons or parties shall include firms, corporations, and Government entities.
- 1.1.4 Reference to any statute, statutory provision or regulation includes reference to that statute, statutory provision or regulation as amended, modified or re-enacted.
- 1.1.5 References to a "person" includes a natural person, company, any other juristic person or other corporate entity, a charity, trust, partnership, joint venture, syndicate, or any other association of persons which has legal personality and capacity to enter into a contract;
- 1.1.6 If a definition imposes substantive rights and obligations on a Party, such rights and obligations shall be given effect to and shall be enforceable, notwithstanding that they are contained in a definition;
- 1.1.7 If there is any conflict between any definitions in this Agreement, then for purposes of interpreting any clause of the Agreement, the definition appearing in a clause or paragraph dealing directly with the relevant subject shall prevail over any other conflicting definition appearing elsewhere in the Agreement;
- 1.1.8 Where any number of days is prescribed, those days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the last day shall be the immediately succeeding Business Day;
- 1.1.9 Where the day upon or by which any act is required to be performed is not a Business Day, the Parties shall be deemed to have intended such act to be performed upon or by the immediately succeeding Business Day;
- 1.1.10 References to any amount shall mean that amount exclusive of value added tax (VAT) and Withholding taxes, unless the amount expressly includes VAT and or withholding taxes;
- 1.1.11 Each of the provisions of this Agreement has been negotiated by the Parties and drafted for the benefit of the Parties, and accordingly the rule of construction that the contract shall be interpreted against or to the disadvantage of the Party responsible for the drafting or preparation of the Agreement (i.e. the contra proferentem rule), shall not apply.
- 1.1.12 The expiration or termination of this Agreement has not affected such provisions of this Agreement which are expressly provided to operate after any such expiration or termination, or which of necessity must continue to have affect after such expiration or termination, notwithstanding that the relevant provisions themselves.
- 1.1.13 The rule of construction that if general words or terms are used in association with specific words or terms which are a species of a particular genus or class, the meaning of the general words or terms shall be restricted to that same class (i.e. the ejusdem generis rule) shall not apply, and whenever the word "including" is used followed by specific examples, such examples shall not be interpreted so as to limit the meaning of any word or term to the same genus or class as the examples given.

2. PURPOSE AND USE OF REMITA

This agreement sets out the terms governing Yobe State Government's deployment of Remita system as an alternate payment and collection gateway to be integrated with the State Integrated Financial Management Information System (SIFMIS).

3. DEPLOYMENT AND RIGHT OF ACCESS TO THE REMITA PLATFORM

3.1 ABS shall facilitate the deployment of Remita to the Government for the objectives as set out under Clause 2 of this Agreement.

3.2 Subject to the provisions of this Agreement, ABS and its Technical Partners shall grant a non-exclusive, non-transferable and non-assignable right of access to authorised officials of the Government to use of Remita.

4. COMMENCEMENT AND DURATION

This Agreement shall commence on the date of its execution for period of four (4) years, unless terminated in accordance with the terms of this Agreement. Upon the expiration of the initial term, the parties shall however have right to renew the agreement for a further term of four (4) years.

5. REMITA OFFERING AND FUNCTIONALITY

Remita is an integrated Financial Technology solution suite that offers a gamut of digital solutions and services. To meet the current and emerging needs of Yobe State as envisaged under the TSA program and ensure its long-term success, Remita components have been seamlessly integrated to create a SINGLE proposition to drive Yobe State TSA scheme.

Whilst it is recognized that the Government may not make use of all Remita services and functionalities simultaneously, all the functionalities are however provisioned on Remita for ease of access and timely activation whenever the Government decides to make use of any of the services. In any event, the Government will be charged for the services that it uses for transaction processing.

5.1 Remita Functionality

5.1.1 Electronic Payments

Single point of electronic processing of all payments (local and foreign currency) through the debiting of a specified bank account and crediting an ultimate beneficiary's commercial or microfinance bank account, mobile wallet, electronic wallet, etc. in respect of allowances, salaries, pensions, grants, subventions, endowments, social schemes, contributions stipends, imprest, suppliers, contractors, vendors, inter-agency transfer, etc.

5.1.2 Cash Transfer & Social Disbursements

Electronic remittance of fixed or variable funds on a periodic or fixed term basis into the commercial or microfinance bank account, mobile wallet, electronic wallet or cash disbursements to ultimate beneficiaries enrolled on the Government social intervention programs.

5.1.3 Vendors/Suppliers Payments

Electronic remittance of funds into the commercial or microfinance bank account, electronic wallet or mobile wallet, etc. of vendors, contractors or suppliers in respect of products supplied or services rendered to the Government.

5.1.4 Tax Remittance

Electronic remittance of all taxes deducted at source by the Government and its MDAs into the specified accounts of the relevant tax authorities in Nigeria. This shall include but not be limited to; Pay As You Earn (PAYE), Value-Added Tax (VAT), Withholding Tax (WHT) etc.

5.1.5 Electronic Revenue & Receipt Collection

Electronic processing and automated receipting of all local and foreign currency receipts, revenues, taxes and other inflows due from organisations and individuals through Remita's fund collection channels into specified bank accounts. Remita's fund collection channels include but not limited to;

- 5.1.5.1 Bank Branch
- 5.1.5.2 POS (Point of Sale) terminals
- 5.1.5.3 Online Web Portals
- 5.1.5.4 Internet banking Portals
- 5.1.5.5 Digital wallets
- 5.1.5.6 Agent network
- 5.1.5.7 USSD
- 5.1.5.8 QR Code
- 5.1.5.9 Direct Debit Mandate
- 5.1.5.10 Standing Order

5.1.6 Electronic Schedule Processing & Delivery

Generation and transmission of matching electronic schedules in a pre-specified format simultaneously with actual payment and collection transactions that enable a fund recipient to apply received payments in favour of ultimate beneficiaries.

5.1.7 Multi-Account Balance Monitoring

Capability to view balance in more than one account in a single bank or across multiple banks on a single view.

5.1.8 Digital Invoicing

Generation of a real-time unique transaction identifier for every payment item due to the Government for the purpose of tracking and reconciling all payments through a transaction lifecycle.

5.1.9 Bank Statement Delivery

Provision of electronic bank statements (subject to integration with the Government's nominated bank(s)) showing all transactions undertaken on the system for the purpose of reconciliation, audit and accurate record keeping among others.

5.1.10 3rd Party Systems Integration

Secure and seamless Integration of Remita with relevant Government systems at OAG and its MDAs to ensure the secure, seamless and unaltered transmission and processing of authorized payment and collection transactions with associated transaction details that ensures the Government can have a single view of all payment and collection transactions on a single platform.

5.1.11 Electronic Payment Portal

Remita online and mobile Application which enables MDAs to initiate, review and approve payments and transfer of funds from any of their specified bank accounts for the crediting of beneficiaries' accounts in commercial or microfinance banks, digital wallets, etc.

5.1.12 Electronic Collection Portal

Remita Application which provides relevant MDAs with web and mobile channels of receiving payments of revenue and receipts from organisations and individuals.

6. OBLIGATIONS OF ABS

ABS shall facilitate:

- 6.1 deployment of systems to ensure the harmonisation and operation of all bank accounts of the Government on a single platform;
- 6.2 deployment of systems for the harmonisation and operation of all processes that lead to outbound payments in relation to vendors and suppliers by the Government.
- 6.3 deployment of systems for the harmonisation and operation of applicable inbound receipts and revenue collection activities of the Government on a single integrated platform. This shall include but not limited to the collection of applicable payments due to the Government including but not limited to taxes, levies, royalties through electronic channels (POS, mPOS, web, internet banking, USSD, electronic wallets, mobile

schemes etc) and bank branches, agents and all such collection channels as may be introduced from time to time by ABS;

- 6.4 deployment of Remita to ensure there exists a single source of generating a unique traceable reference identification code for applicable outbound payments and inbound revenue collection transactions of the Government;
- 6.5 deployment of systems to receive direct and/or authorized third party systems input for the processing of outbound payment instructions of the Government and ensure the electronic remittance of all such funds into beneficiary commercial or microfinance bank accounts;
- 6.6 deployment of systems to ensure authorised officials are able to monitor all outbound and inbound payments of the Government; monitor bank account balances across different banks in real-time;
- 6.7 deployment of systems to enable authorised government officials approve or reject outbound payment transactions within the limits of their responsibility;
- 6.8 working with the Government to ensure adequately secured integration of relevant third party solutions and/or portals with the system on such terms as shall be agreed;
- 6.11 provision of professional implementation support services to ensure the system is deployed to achieve the Government's TSA objectives based on signed-off instructions of the Government.
- 6.12 provision of on-going support to the authorized users of the systems to ensure they are able to continue to use the system in the best possible way to achieve the Government's objectives;

7. TRAINING AND CAPACITY BUILDING

- 7.1 ABS shall provide training and capacity building services to duly nominated Government officials as shall be required based on mutually agreed timing and cost. The training will be designed to ensure that the Staff and other personnel of the Government assigned to the project are equipped with requisite knowledge and skills as shall be agreed between the parties.
- 7.2 The training to be provided by ABS shall be categorised as:
 - 7.2.1 Implementation Training: ABS shall train duly nominated Implementation team members on the use of the Remita platform based on assigned roles and responsibilities. The scope of the training is as listed in Appendix 1.
 - 7.2.2 Post Implementation Training: ABS provides advertised open public training programs on an ongoing basis aimed at providing new or existing employees of Remita user organisations with requisite capacity required to perform their assigned roles on the platform. This comprises of Scheduled and custom training courses which may hold at our designated training centres or on client premises as may be agreed. List of current training courses are as listed in Appendix 2 of this Agreement.

8. THE GOVERNMENT'S RESPONSIBILITIES

8.1 Set Up, Processing and Operational Responsibilities

The Government shall:

- 8.1.1 appoint and designate an authorized official not below the position of a Director as the project Director who, shall have the primary responsibility for the delivery and sustenance of the Government's TSA mandate;
- 8.1.2 provide a Project Office to serve as the program secretariat, project implementation office, post-implementation user support centre and information centre in respect of all related issues. The secretariat shall be equipped with adequate furniture, internet facility, constant electricity supply, air conditioning, and other working tools, consumables and paraphernalia as shall be agreed by the parties as necessary for the successful implementation and sustainability of the TSA program in the State.
- 8.1.3 provide project vehicles, and any other requisite equipment for the smooth implementation of the project.
- 8.1.4 enrol all its MDAs and authorized officers responsible for electronically initiating, auditing, approving and monitoring payment transactions on the system;
- 8.1.5 make available to ABS in an agreed electronic format all such data and information required for the set-up and operation of the system to enable it realize its objectives. This shall include but not be limited to historical and current data on: suppliers and vendors, taxes, levies, duties, royalties, budget, revenue sub-head, expenditures sub-heads, expenditure approval limits by office and all such data as may be required for a successful implementation in the State;
- 8.1.6 facilitate and grant ABS and its Technical Partners' personnel unfettered access to all persons, project sites, and locations required for the successful delivery and on-going support of the system;
- 8.1.7 at its own cost make its duly nominated personnel available for training and capacity development at agreed dates and venues on maximizing and optimizing all aspects of the system in accordance with the scope of this Agreement which are towards the realisation of the Government's objectives;
- 8.1.8 assume full responsibility for the development and execution of sensitization and publicity campaigns necessary for the successful implementation and adoption of the project;
- 8.1.9 facilitate at its own cost the integration of relevant third party software applications with the system.
- 8.1.10 Specify and indicate all its IGR Collections operational requirements for an integrated Payment Gateway, associated components and services.
- 8.1.11 Make the Remita platform available across its applicable transaction processing channels for the automated processing of IGR transactions.
- 8.1.12 Sensitise the general public, MDAs, tax agencies, State, Local Government, and other relevant stakeholders on the project, operational processes, compliance and monitoring mechanism, applicable charges etc.

8.1.13 Authorise and bear the cost of the integration of Remita with core third party systems as may be required.

8.1.14 Assume responsibility for the payment of agreed fees (Appendix 3) in respect of transactions processed on the Remita Payment Gateway and other associated Remita components or services that may be delivered by ABS at its instance.

8.2 Project Approvals

The Government shall be responsible for procuring all necessary government approvals, appropriation and all internal and external approvals and permissions relating to the Government's execution of this Agreement and performance of its financial and other responsibilities hereunder.

8.3 Security

The Government shall be responsible for the safety of all the project equipment, hardware, accessories, data and other project properties installed or kept in the Project office, location and site offices. It shall further ensure the provision of adequate security for all such project properties and the personnel of ABS and its Technical Partners whilst at the Project Office or any of the Project sites.

8.4 Provision of Information and Data

The Government recognizes the strategic importance of making available to ABS and its Technical Partners any required Information and data on MDAs, payers, payees and other parties to be covered under or connected with this Project and the Government undertakes that the required information and data will be made available timely and in accordance with the specifications given by ABS. The Government will ensure that all data provided to ABS and Technical Partners are correct.

8.5 Payment Approvals

The Government or authorized representatives of respective MDAs as the transaction may require, shall be responsible for the grant of electronic approvals for payments to all designated accounts. To achieve this, the Government shall comply with the Platform authorization requirements and ensure that this is properly setup on the platform at all times. The Government and the MDAs where necessary shall be responsible for and bear the costs of any connections, setting up or other technical arrangements that may be required to enable MDAs carry out transactions successfully through the Remita Payment Gateway, other Remita components and associated services as may be required.

9. COMMISSIONING AND USE OF THE SYSTEM

The Project shall be deemed commissioned by the Parties after the first use of the system for the remittance of the Government's outbound payments of any of its MDAs.

10. CHANGES TO SCOPE OF THE PROJECT

Where the Government makes or requires any change to the scope of the project, ABS shall be entitled to charge a fee for such change to cover any implementation, upgrade, update, modification, re-design of the solution, including any equipment, hardware and other related costs, details of which ABS shall advise the Government. This fee shall be agreed by the Parties prior to the commencement of any activity envisaged herein.

11. SYSTEM IMPROVEMENT

ABS and its Technical Partners reserves the right to upgrade or change or modify the profile and functions on Remita at any time and shall notify the Government or its designated Representative within Seventy Two (72) hours of such upgrade, change or modification unless this is done in the case of an emergency. The Government agrees that ABS and its Technical Partners shall not be liable to it for any such upgrade, change or modification.

12. FEE, SERVICE CHARGE AND PAYMENTS

12.1 Fees and Service Charge

The fees and charges for the various services to be provided by ABS and its Technical Partners under this Agreement are as stated in the Schedule of Service Charges and Payment annexed to this Agreement as Appendix 3.

12.2 Mode of Payment

The Parties agree that the transaction fees due to ABS and other Service Providers in respect of each transaction under this Agreement shall become deductible from collections and chargeable for other service types at the time of transaction processing and are non-refundable, in line with electronic payment standards.

12.3 Payer

Unless otherwise stated, the transactions fees shall be borne by MDAs of the Government.

12.4 Time of Payment

All Fees are payable simultaneously with the transaction and deducted from the Government designated account at the time of transaction processing or from the funding/ beneficiary account as applicable.

12.5 Fee Review

ABS and its Technical Partners may review the fees to reflect emerging business realities. This fee review will be agreed with the Government prior to the implementation on the System and notice of such review will be communicated to the Government in writing as indicated, in clause 23 of this Agreement.

12.6 Fee for other engagements

Fees for any audit and investigatory support services required of ABS to support the Government's Internal or external auditors, regulatory or law enforcement agencies shall be separately agreed between the parties based on the level and scope of work required.

13. MAINTENANCE AND SUPPORT

ABS and its Technical Partners shall provide software maintenance and support services to the Government and MDA designated users with respect to the use of Remita according to the Service Level Terms set out in Appendix 4 to this Agreement.

14. WARRANTIES AND REPRESENTATIONS

14.1 Warranties by the Government

The Government warrants that:

14.1.1 It has the capacity to enter into this Agreement and has secured all internal, statutory and regulatory approvals, licences and/or authorizations in respect of the execution and performance of this Agreement.

- 14.1.2 The execution or performance of this Agreement by the Government is not a breach of the laws, regulations, bye-laws, contracts, or other legal documents which the Government is subject to.
- 14.1.3 It shall perform its obligations in compliance with the terms of this Agreement.
- 14.1.4 It shall not at any time during and after termination of this Agreement directly or indirectly disclose any trade secrets or confidential information (whether formally designated as such or not) relating to Remita and any other system deployed, process documents for integration and implementation or to the affairs, operations and customers of ABS and its Technical Partners to any person including its staff (except staff who have a reasonable need to know, provided the Government shall cause such staff to take reasonable security measures and shall use its best endeavour to preserve and protect the security of any trade secrets or confidential information of ABS and its Technical Partners) without the prior written consent of ABS and its Technical Partners.
- 14.1.5 The warranties made by the Government under this Agreement contain no material falsehood or omissions.

14.2 Representations by ABS

ABS represents that:

- 14.2.1 It has the corporate power, authority and approval required to enter into and to perform this Agreement.
- 14.2.2 It is the legal and beneficial owner of the intellectual property rights in Remita.
- 14.2.3 Entering into and performance of the terms and conditions of this Agreement do not violate any other agreements by which it is bound.

14.3 Representations by the Government

The Government represents that:

- 14.3.1 It validly exists and has the corporate power, authority and all statutory, regulatory, Internal and external approvals required for the Government to enter into, execute and deliver this Agreement and other relevant documents and fully perform its obligations herein.
- 14.3.2 It has entered into this Agreement and the transaction contemplated herein relying on its own assessment and due diligence investigation of ABS.
- 14.3.3 the execution of this Agreement will not result in the violation or breach of any applicable law, regulation, rules, contracts, agreements or other legal documentation to which the Government is subject.

15. INDEMNITY

- 15.1 The Government shall indemnify and hold ABS or its Technical Partners harmless from any claim, action, suit, expense, damage and other liability arising out of or in connection with any act, omission or default of the Government, its officers, agents or staff, particularly (i) any default in performing the Government's obligations under this Agreement(ii)and in the implementation, deployment and continuing use of Remita by the Government and (iii) any breach of its representations and warranties in this Agreement,.

- 15.2 ABS or its Technical Partners shall indemnify and hold the Government and its employees and officers harmless from and against reasonable losses, liabilities, and costs that the Government or its employees or officers may suffer as a result of a successful claim against the Government for any infringement or alleged infringement of any Intellectual Property Rights arising solely by reason of the implementation and use of the System.
- 15.3 Neither Party hereto shall be liable to the other for any loss of profits, loss of data, indirect, incidental or consequential damages whether in an action in contract, tort, product liability, statute or otherwise; which was not due to any negligence of either party.
- 15.4 In the event of any breach by a party of its obligations under this Agreement whether based on contract, tort or otherwise, the entire liability of such party shall be limited to the amount of fees earned or payable by the party in connection with the specific transaction giving rise to the liability.

16. TAXES AND DUTIES

The ABS shall be liable for any direct taxes and/or duties levied on the project or any equipment, hardware, software and any other component of the project and shall also pay 2.5% of the total amount generated at every month as vetting fees to the State government. This provision shall not affect any income taxes payable by ABS in the ordinary course of its business.

17. INTELLECTUAL PROPERTY

17.1 The Government acknowledges that the copyright and all other intellectual property rights in any technology deployed belong exclusively to by ABS and its Technical Partners and the Government shall not do anything which might bring into question the ownership of those rights or their validity.

17.2 The System, Software, technical implementation plan and the system User Manual contain confidential information of ABS and its Technical Partners and the Government or any of its officials shall not at any time, either during the term or after the termination of this Agreement:

17.2.1 disclose to any person, except the Government's properly qualified, trained and authorised employees who need to have access to the information; or

17.2.2 use for any unauthorised purpose, any information contained in or concerning the Software or the User Manual, except to the extent that the information at the date when it is disclosed to the Government or at any time after that date through no fault of the Government has become public knowledge, and the Government shall accordingly ensure that each of its employees is instructed as to the confidential nature of such information, and shall take all practical steps to prevent its unauthorised disclosure or use.

17.3 The Government shall fully notify ABS or its Technical Partners as soon as practicable after it becomes aware of:

17.3.1 any actual, threatened or suspected infringement of the copyright or other intellectual property rights of ABS and its Technical Partners in the System or of any breach of confidence relating to any of the foregoing;

17.3.2 any claim brought against the Government alleging that its use of the system infringes the copyright or any other intellectual property rights belonging to or alleged to belong to the claimant.

17.4 The Government shall not remove or alter any trade mark, copyright, confidentiality or other intellectual proprietary right in the systems, or the User Manual or affixed to the media or packaging on or in which they are supplied.

18. CONFIDENTIAL INFORMATION

18.1 The Parties by the nature of this Agreement may have access to information that is confidential to one another; such confidential information shall include the Parties business methods, salary structure, marketing strategies, pricing, competitor information, and all other information designated as confidential by either party. The parties agree to maintain the confidentiality of the confidential information and to protect as a trade secret all of the other party's confidential information by using all reasonable efforts to prevent any unauthorised copying, use, distribution, installation or transfer of possession of such information.

18.2 The confidentiality obligation contained herein shall not prevent ABS or its Technical Partners from entering into similar agreements with third parties, provided that the restrictions hereunder are not violated.

18.3 A party's confidential information shall not include any information that:

18.3.1 is or becomes part of the public domain through no breach of this Agreement by the other party;

18.3.2 is lawfully acquired by the other party from a third party without any breach of confidentiality;

18.3.3 is disclosed by a party to a third party without any obligation of confidentiality;

18.3.4 is independently developed by the receiving party;

18.3.5 is approved for release by prior written authorisation of the disclosing party;

18.3.6 is required to be disclosed by a court of competent jurisdiction, administrative agency or government body, or by law or regulation, or by applicable regulatory or professional standards; or

18.3.7 is disclosed by the receiving party in connection with any judicial or other proceeding involving the disclosing party or a client and the receiving party or any employees of the receiving party.

19. TERMINATION

19.1 This agreement shall stand terminated or extinguished by operation of Law after four (4) years from the date of commencement unless extended pursuant to paragraph 4 of this agreement.

19.2 Either party may only terminate this Agreement by giving the other party not less than three (3) months written notice of its intention to do so.

- 19.3 Notwithstanding any provision in this Agreement, any termination of this Agreement after the completion of implementation and use of the System, ABS and its Technical Partners shall remain entitled to the payment(s) due to it, which shall be paid to it as and when due in accordance with the provisions of this Agreement.
- 19.4 The rights given by this clause to terminate this Agreement shall not prejudice any other right or remedy of either party in respect of the breach concerned or any other breach.
- 19.5 Subject to the provisions in this clause and clauses 16 and 17, and except in respect of any accrued rights and payments due to parties, neither party shall be under any further obligation to the other upon termination of this Agreement.
- 19.6 If the Government or ABS pursuant to this clause terminates this Agreement before completion of obligations to either party, the parties shall commission a consensus nominee of both parties to undertake an independent assessment of the value of work done and the accrued payment due to either party and the parties agree to comply with the result of such assessment.
- 19.7 In the event of termination by either party in accordance with any of the provisions of this Agreement, parties shall not be liable to each other because of such termination, for compensation, reimbursement or damages on account of the loss of prospective revenue or anticipated income or on account of expenditures, inventory, investments, leases or commitments in connection with the business or goodwill of the Government. Termination shall not however, relieve ABS and the Government of obligations incurred prior to the termination of this Agreement.
- 19.8 Where this Agreement is terminated at the instance of the Government other than as provided for in this clause 19 the Government shall not be entitled to any User Licenses and shall forthwith discontinue the use of the System and any related software.

20. FORCE MAJEURE

- 20.1 In this Agreement Force Majeure is defined as any circumstance beyond the control of the parties including but not limited to:
- 20.1.1 war and other hostilities (whether war be declared or not), invasion, act of foreign enemies and civil war, mobilization requisition or embargo.
- 20.1.2 ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, radioactive toxic explosives, or other hazardous properties or any explosive nuclear assembly or components thereof.
- 20.1.3 rebellion, revolution, insurrection, military coup or usurpation of civil power and civil war and terrorist acts.
- 20.1.4 riot, commotion or disorder, except where solely restricted to the employees of ABS and its Technical Partners.
- 20.1.5 government sanctions, boycotts and embargoes affecting either party.

- 20.1.6 acts of God, included but not limited to, catastrophic acts of nature, hurricanes, tornadoes, storms, high wind, flood, fire, epidemic disease, earthquake, landslide and lightning.
 - 20.1.7 confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler, or any other act or failure to act of any local state or national government authority;
 - 20.1.8 strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, internet and communication link failure, epidemics, quarantine, and plague;
 - 20.1.9 earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disasters;
 - 20.1.10 failure, by ABS or their Supplier, to obtain the necessary export permit(s) from the governments of the Country(s) of Origin of the Information Technologies or other Goods, or Supplier's Equipment provided that the Supplier has made all reasonable efforts to obtain the required export permit(s), including the exercise of due diligence in determining the eligibility of the System and all of its components for receipt of the necessary export permits.
- 20.2 **Effect of force Majeure**
Neither party shall be considered to be in default nor in breach of its obligations under this agreement to the extent that performance of such obligations is prevented by any circumstances of Force Majeure that arise after the date when the Agreement becomes effective.
- 20.3 **Notice of Occurrence**
If either party considers that any circumstances of Force Majeure has occurred which may affect performance of its obligations, it shall promptly notify the other party.
- 20.4 **Performance to Continue**
Upon the occurrence of any circumstances of Force Majeure, ABS and its Technical Partners shall endeavour to continue to perform its obligations under the Agreement so far as is reasonably practicable. ABS shall notify the Government of the steps it proposes to take including any reasonable alternative means of performance that is not affected by force Majeure.
- 20.5 **Additional Costs Caused by Force Majeure**
If ABS or its Technical Partners incurs additional costs in complying with any Government's directives in the event of a force majeure, the Government shall be responsible for any cost incurred by Team and any such cost shall be mutually agreed upon by both parties prior to ABS obligation to comply with the Government's directives.

20.6 Damage Caused By Force Majeure

If in consequence of Force Majeure the properties of ABS or its Technical Partners suffer loss or damage, they shall be entitled to replacement of the properties at the Government's cost.

20.7 Suspension of the Agreement in Consequence of Force Majeure

20.7.1 If circumstances of Force Majeure have occurred, ABS may by reason thereof give notice in writing to the Government of its intention to suspend the continued execution of the agreement.

20.7.2 If the Agreement or implementation or Project is suspended ABS shall be entitled to withdraw its personnel from the site(s) until the expiry of the notice and provided force Majeure has persisted.

20.7.3 Upon commencement of the suspension of the Agreement implementation or Project, the Government shall if requested by ABS and agreed by the Government take over responsibility for protection, storage and security of the properties of ABS and its Technical Partners.

20.8 Notwithstanding any other provision of this Agreement, ABS shall comply with the law and all relevant regulatory requirements and directives. In the event that any of its obligations under this Agreement are affected by any law or other action of a government or regulatory authority, ABS and its Technical Partners shall perform its obligations in such a manner as to comply with the relevant law or regulatory requirement as far as possible and will not thereby be liable for non-compliance with this Agreement.

20.9 In the event of any overriding government or regulatory action, ABS and its Technical Partners shall not be in breach of this Agreement by reason of the fact that its handling of any particular transaction deviates from the manner agreed.

21. REGULATORY COMPLIANCE

Notwithstanding any other provision of this Agreement, ABS shall comply with the law and all relevant regulatory requirements and directives. In the event that any of its obligations under this Agreement are affected by any law or other action of a government or regulatory authority, ABS shall perform its obligations in such a manner as to comply with the relevant law or regulatory requirement as far as possible and will not thereby be liable for non-compliance with this Agreement.

22. OVERRIDING GOVERNMENT OR REGULATORY ACTION

In the event of any overriding government or regulatory action, ABS and its Technical Partners shall not be in breach of this Agreement by reason of the fact that its handling of any particular transaction deviates from the manner agreed.

23. NOTICES

Any notice or other communication required or permitted in this agreement shall be in writing and shall be deemed to have been duly given when received. Notice may be served personally or by acknowledged courier delivery or any electronic service and addressed to the receiving party at the addresses set forth at the beginning of this Agreement or at such other addresses as may be specified by the receiving Party.

24. LIMITATION OF LIABILITY

- 24.1 Neither Party hereto shall be liable to the other for any loss of profits, loss of revenue, loss of data, indirect, incidental or consequential damages whether in an action in contract, tort, product liability, statute or otherwise;
- 24.2 In the event of any breach by a party of its obligations under this agreement whether based on contract, tort or otherwise, the entire liability of such party shall be limited to the amount of fees earned or payable by the party in connection with the specific transaction giving rise to the liability.
- 24.3 ABS and its Technical Partners shall not be liable to the Government for any loss due to the fault of the Government.

25. 25. EQUITABLE RELIEF

The Parties acknowledge and agree that in the event of a breach or threatened breach of any of the provisions of clauses 17, 18 and 25 of this Agreement, ABS or the affected party will have no adequate remedy in damages and, accordingly, shall be entitled to an injunction against such breach or threatened breach; provided, however that non-specification of a particular legal or equitable remedy shall not be construed as a waiver, prohibition or limitation of any legal or equitable remedies in the event of a breach of any of the clauses.

27. RELATIONSHIP OF PARTIES

The Government and ABS each acknowledge that it is acting as an independent contractor, and each Party has the sole right and obligation to supervise, manage, direct, procure, perform, or cause to be performed, all work or other obligations to be performed by it under this agreement. Nothing herein contained shall be deemed or construed by either Party hereto or by any third party to create any rights, obligations, or interests in any third party, or to create any association, partnership, joint venture, or any fiduciary relationship of any kind between the Government and ABS hereto.

28. COMPLIANCE WITH LAWS

Each party hereto has agreed that it shall comply with all applicable laws and regulations in the performance of its obligations herein. If at any time during the duration of this Agreement, a party is informed or information comes to its attention that it is in violation of any law or ordinance (or if it is so determined by any court, tribunal or other authority), that party shall immediately take all appropriate steps to remedy such violation and comply with such law, code or regulation in all respects.

29. ENTIRE AGREEMENT

This Agreement and any documents referred to herein constitute the entire agreement between the parties and supersedes any and all prior agreements between the parties, whether written or oral, with respect to the subject matter hereof, and may not be amended or modified except in writing signed by the parties hereto.

30. WAIVER AND VARIATION

- 30.1 Neither party shall be prejudiced or restricted by any indulgence or forbearance extended to the other party, nor shall waiver by any party in respect of any breach operate as a waiver in respect of any subsequent breach.
- 30.2 This Agreement shall not be varied or cancelled, unless such variation or cancellation shall be expressly agreed in writing and signed by a duly authorized representative of each party.

31. ASSIGNMENT

Neither Party shall be entitled to assign this Agreement or any of its rights and obligations hereunder to any third party without the other Party's prior written consent, which consent shall not be unreasonably withheld or delayed. As a condition for its validity, the party seeking to effect such assignment shall:

- 31.1 ensure and be responsible for the compliance by any assignee or subcontractor with the terms of this Agreement;
- 31.2 include in any assignment or subcontract, provisions ensuring compliance by the assignee or subcontractor with the terms and conditions of this Agreement;
- 31.3 promptly furnish the other party with executed copies of any assignment or subcontract.
- 31.4 nothing in this Agreement shall be construed to amount to a grant of any power to the Government to bind ABS to any third party whether for the purpose of accomplishing the objectives of this Agreement or howsoever.

32. SUCCESSORS AND ASSIGNS

This Agreement is binding upon the Parties, their successors or permitted assigns. This Clause does not address directly or indirectly whether Parties may assign their rights or delegate performance under the Agreement. Clause 30 addresses these matters.

33. SEVERABILITY

If any provision of this agreement is invalid under any applicable statute or rule of law it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

34. DISPUTE RESOLUTION

The spirit of this relationship as spelt out in this Agreement is that the parties shall honour their respective obligations under this Agreement and consequently avoid disputes.

34.1 NEGOTIATED SETTLEMENT

In the event of any dispute relating to or arising out of this Agreement, the parties shall seek to resolve any such dispute amicably between them or through mutual consultation, where the parties are unable to resolve any dispute amicably within thirty days of the occurrence of such dispute, the dispute shall be referred to arbitration, under a single arbitrator, in accordance with the Arbitration and Conciliation Act Cap 19 LFN 2004.

34.2 ARBITRATION

If at any time the parties are unable to amicably resolve any dispute(s) through negotiated settlement either party shall be entitled to refer the matter to be finally settled by arbitration in accordance with the Arbitration and Conciliation Act Cap A18 LFN 2004 by an Arbitration Committee of three (3) Arbitrators. Each party shall appoint one Arbitrator and the two (2) Arbitrators appointed by the parties shall appoint the third Arbitrator. If either of the parties fails to appoint its Arbitrator within Fourteen (14) days of receipt of the notice of Arbitration by the other Party, or if the two (2) Arbitrators fail to agree on and appoint the third Arbitrator, within fourteen (14) days of the appointment of the Arbitrators by the parties, the required Arbitrator shall be appointed by the Chairman, Nigerian Institute of Chartered Arbitrators upon the application of either party.

Each Party undertakes to participate fully in arbitration proceedings instituted by the other party. Each Party shall take all necessary action to ensure that arbitration proceedings are conducted expeditiously and concluded within Sixty (60) days from commencement.

35. REGULATORY AND OTHER CONSENT AND APPROVALS

The Government shall ensure that all statutory and regulatory consents and approvals required for this Project are obtained prior to the commencement of implementation of the System and the Government shall indemnify ABS and its Technical Partners for any loss occasioned by the Government's failure to obtain any such consent or approval.

36. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria and the parties have agreed to submit to the exclusive jurisdiction of Nigerian Courts.

37. COUNTERPARTS

This Agreement may be executed in counterparts each of which shall be deemed an original and all of which together shall constitute one and the same Agreement.

38. APPENDICES

The Appendices listed hereunder and annexed to this agreement and their contents are an integral part of this agreement and in the event of any conflict between the content and provisions of any Appendix with the main provisions of this Agreement the main provisions of the Agreement shall prevail.

- Appendix 1: Implementation Training Courses Overview.**
- Appendix 2: Optional Post-implementation Training Courses**
- Appendix 3: Fees, Service Charges and Payment.**
- Appendix 4: Support and Maintenance**

APPENDIX 1
PROJECT IMPLEMENTATION TRAINING COURSES

S/N	COURSE NAME	DURATION	Fee per Participant	Number of Participants	VENUE
1	Remita e-Payment & e-Collection Overview for Executives	2 days	To be determined by the ABS	To be determined by the Government	ABS Training Centre, Abuja
2	Remita e-Payment & e-collection Training for Public Sector Organisations	2 days	To be determined by the ABS	To be determined by the Government	ABS Training Centre, Abuja

*Subject to ABS approval, the Government may at own cost and expense choose any other suitable venue.

APPENDIX 2
OPTIONAL POST IMPLEMENTATION TRAINING COURSES OVERVIEW

S/N	Course Name	Duration (Days)	No of Participants	Cost of Training (Per Participant)	Venue
1	Remita Payroll Training	2	To be determined by the Government	To be determined by the ABS	System Specs Training Academy, Abuja/Lagos
2	Remita Payroll Audit Training	2	To be determined by the Government	To be determined by the ABS	
3	Remita e-Payment Training For Public Sector.	5	To be determined by the Government	To be determined by the ABS	
4	Remita System Administration	2	To be determined by the Government	To be determined by the ABS	
5	Remita Collections Training	1	To be determined by the Government	To be determined by the ABS	
6	Remita e-Collections & e-Payment Training for Public Sector	2	To be determined by the Government	To be determined by the System Specs	
7	Advanced e-Collections & e-Payment Training for Public Sector	2	To be determined by the Government	To be determined by the ABS	
8	Remita e-Collection & e-Payment Training for Auditors	2	To be determined by the Government	To be determined by the ABS	

Notes:

- i. ABS would Provide Training Manual, Training Delivery, Pre-course and Post-course Evaluation, Writing Materials, Certificate of Attendance and Tea Break & Lunch when training holds at ABS Training Centre.
- ii. The Government would be responsible for Duty Tour Allowance (DTA), Accommodation, Transportation and other incidental costs for Participants where Training is to be held outside Yobe State.
- iii. The Training courses and Cost of training listed above are not exhaustive and are subject to review by ABS.

APPENDIX 3
SERVICE CHARGES AND PAYMENTS

S/N	ITEM DESCRIPTION	CHARGE PER RECORD
1	<p>Collections</p> <p>a) Deployment of Technologies, Agents and other resources required for the collection of various prescribed fees, taxes, levies and all forms of revenues across the State, informal sector and each of its Local Government areas.</p> <p>b) Revenue Collections – Schools and Tertiary Institutions</p>	<p>10% of the transaction amount (to be shared among Stakeholders - Collection Banks, Switching platforms, application providers and others)</p> <p>N300/Transaction</p>
2	<p>Payments</p> <p>a) Contractors, Vendors and 3rd Party payments</p>	<p>N100/Transaction</p>

NOTES

- a. All fees above are exclusive of VAT.
- b. Transaction processing fees are payable alongside each transaction on the platform and deducted from the nominated account.
- c. The e-Payment platform requires the approval of the Government's duly authorised personnel before the consummation of any transaction.
- d. Reviews and changes to service charges shall be communicated not later than three (3) months before effective date.

APPENDIX 4

SUPPORT AND MAINTENANCE

Services Covered Under Support and Maintenance

In furtherance of the objective of the Parties to work together for the purpose of deploying Remita for effective and efficient processing of electronic transactions, ABS and its Technical Partners offers maintenance and support for its users.

This section details the services covered under ABS and its Technical Partners' Support and Maintenance.

A. Services Covered by Support and Maintenance

The following services are covered under Support in respect of the Remita platform:

- 1) Deployment of standard application Upgrades, Updates and Patch Releases (at the instance of ABS and its Technical Partners only) --
- 2) Investigation of reported incidences and issues.
- 3) Off-Site Support- ABS and its Technical Partners shall provide dedicated team of support consultants to handle second level technical support. The Government shall be responsible for all first level support issues reported by MDAs and its users.

B. Services NOT Covered Under Support and Maintenance

Unless otherwise agreed in writing by ABS and its Technical Partners, the provision of Support does not cover the following services:

- i. Support of the Remita interfaces which is not under the direct control of ABS and its Technical Partners;
- ii. Re-installation, relocation or otherwise of a Remita application or component on the same or another server/location for whatsoever reason, unless at the instance of ABS and its Technical Partners;
- iii. Support or other work required for the Modification or replacement of a Remita interface, repair of damage, or increase in service time caused by failure of the Government or any of its designated Users to provide a suitable operational environment with all the facilities prescribed by the applicable product documentation or communicated by any other means; including, but not limited to, the failure to provide or the failure of adequate electrical power, temperature or humidity control, or computing environment;
- iv. Any work, modification, repair, replacement or otherwise of a Remita application resulting from use for purposes other than for which it is authorized or intended by ABS and its Technical Partners, whether expressly specified or not;
- v. Any work, modification, repair, replacement or otherwise of a Remita application resulting from natural or man-made disaster which shall include but not be limited to fire, water, wind, and lightning;
- vi. Any work, modification, repair, replacement or otherwise of a Remita application resulting from the use of Remita in combination with other Software or materials not furnished by ABS and its Technical Partners or in combination with other Software furnished by, but not combined by ABS and its Technical Partners;

IN WITNESS WHERE OF the Government and ABS have caused this Agreement to be duly executed by their duly authorised representatives the day and year first above written.

FOR AND ON BEHALF OF THE YOBE STATE GOVERNMENT OF NIGERIA:

NAME: HON MUSA MUSTAPHA ACDA
SIGNED: [Signature]
DESIGNATION: HON. COMMISSIONER MIN. OF JUSTICE

NAME: USMAN M. BURA
SIGNED: [Signature]
DESIGNATION: PERMANENT SECRETARY, MINISTRY OF FINANCE, YOBE STATE

THE COMMON SEAL OF THE WITHIN NAMED ABS BLUEPRINT LIMITED
WAS AFFIXED HERETO IN THE PRESENCE OF:

NAME: Mohammed Yamsa Sulaiman
SIGNED: [Signature]
DESIGNATION: MD/CEO

NAME: Ghetti musta. U. KOLLORE
SIGNED: [Signature]
DESIGNATION: Director