

International Academic Cooperation Agreement

This Agreement is made this15..... Day of.....MARCH.....2017

Between

The Petroleum Technology Development Fund (PTDF), PTDF House, Plot 1058 Memorial Drive, Central Business District, Cadastral Zone AOO,

Abuja, Nigeria (hereinafter referred to as the “**PTDF**” which expression shall, where the context so admits, include its successor-in-title and assigns) of the one part.

AND

Fundação Para O Desenvolvimento Tecnológico Da Engenharia (FDTE), a Brazilian private foundation that aims to support the activities of **Universidade de São Paulo (“USP”)** and the **Petroleum Technology Development Fund**, of the other part.

Whereas:

1. The PTDF is a Federal Government Agency charged with the responsibility to train Nigerians to qualify as graduate Professionals, Technicians and Craftsmen in the fields of Engineering, Geology, Science and Management in the Oil and Gas Sector either in Nigeria or abroad.
2. Whereas FDTE is the Entity responsible for receiving and providing resources to projects run by the Escola Politécnica Da Universidade De São Paulo (USP).
3. Whereas in pursuance of its mandate, PTDF is desirous to sponsor Ten (10) Scholars for Masters-Degree level, and Ten “10” Scholars for Doctorate Degree level at the aforementioned Institution in Sao Paulo, Brazil.
4. Whereas the Fund is desirous of collaborating with FDTE for purposes of disbursement of funds meant for the living expenses of the above twenty (20) Scholars under reference.



5. In furtherance of the above, the parties hereto have agreed to enter into this Agreement, subject to the terms and conditions herein contained.

THEREFORE, the parties hereby AGREE as follows:

Article 1:

DEFINITIONS .

1.1 For the purposes of this Agreement the following words and phrases shall have the meanings set opposite, namely:-

- | | |
|----------------------------|--|
| "Commencement Date" | Means the date of the execution of the Agreement |
| "Fees" | Means the fees set out in Appendix 1 and 2 of the Agreement; |
| "OSS" | Means "Overseas Scholarship Scheme" |
| "Payments" | Means the disbursements detailed in part 2 of the Schedule to the Agreement; |
| "Services" | Means the services more fully described in Parts 1 and 2 of the Schedule to be provided by the FDTE; |
| "Schedule" | Means the Schedule (in two parts) annexed and signed in the Agreement. |

Article 2:



APPOINTMENT:

FDTE/ET
CRUSP/

2.1 The Fund vide a letter reference number *01* dated *23/11/16* hereby offers and the FDTE hereby accept the appointment for the disbursement of Scholarship allowance in accordance with the terms and conditions of the Agreement during the Period subject always to the termination provisions hereinafter specified. The FDTE accept the appointment vide a letter date *06/Jan/2017*.

2.2. Nothing in this Agreement shall be deemed to imply that the relationship between the Fund and the FDTE is that of "employer" and "employee". The Agreement is not evidence of a joint venture. The parties are not agents of each other and neither party shall have authority to bind or commit the other financially other than as detailed in this Agreement.

2.3. The FDTE shall exercise all reasonable skills, care and diligence in the discharge of duties agreed to be performed by the Fund, and shall carry out the provisions of this Agreement with all reasonable expedition and dispatch in accordance with International Best Practise.

Article 3:

PAYMENT:

3.1. In consideration of the provision of the Services, the Fund hereby agrees to pay the Fees as specified in Parts 1 and 2 of the Schedule to the FDTE.

Article 4:

CONFIDENTIALITY:

4.1. Both the Fund and the FDTE shall be obliged to keep strictly confidential and not, without the prior written consent of the other, make use of or disclose to any third party any information relating to the affairs of the other or the existence or content of this Agreement or otherwise arising out of the provision

of the Services which may reasonably be regarded as or which ought to be regarded as confidential.

4.2. Information shall not be considered to be confidential if (a) it is and can be known or to be already known to the receiving party; or (b) it subsequently becomes lawfully available to the receiving party; or (c) it is published in a patent specification or is otherwise in the public domain other than through default of the receiving party; or (d) it is required to be disclosed by law.

Article 5: EMPLOYEES

5.1. The FDTE and its Representative are not employees of the Fund and will not be entitled to any payment from the Fund other than the Management fee.

5.2. The FDTE and its Representative and any other person providing the Services to the Fund shall not be entitled to obtain any payment from the Fund for any absence due to sickness or injury.

Article 6: PAYMENTS MADE BY FDTE ON THE FUND'S BEHALF:

6.1. The Fund and the FDTE hereby agree and acknowledge that the FDTE, to enable it to perform the Services, shall require making certain Payments to Scholars on behalf of the Fund. Details of the Payments are set out in the Part 2 of the Schedule.

Article 7: SUBJECT OF AGREEMENT:

7.1 FDTE agrees to facilitate payment of allowance for PTDF Scholars to study at Master's and Doctoral levels in University of Sao Paulo, Brazil in the fields Engineering, Geology and other relevant fields of interest to the PTDF.



7.2 In order to maintain good control and care of the Scholars, the number of the PTDF sponsored Students admitted into the University of Sao Paulo, Brazil to study Master's and Doctorate Degrees totaling 20, ten (10) Scholars for Masters-Degree, and ten (10) Scholars for Doctorate Degree.

7.3 In order to ensure a positive outcome for the Scholars, the Fund shall select Scholars with a good First and Second Degrees for Master's and Doctorate programmes respectively, fulfill the basic requirements of the University and also meet all the requirements of the PTDF Scholarship.

Article 8:

OBLIGATIONS OF THE PTDF:

8.1 PTDF will subject the Scholars to its rigorous selection processes in order to ensure suitability of the Scholars who meets the basic admission requirements of the University of Sao Paulo, Brazil, and meets all the terms and conditions of the Scholarship.

8.2 PTDF will bear the cost of Scholars Allowances, Return Air-Tickets, Health Insurance, and Management Fees charged by the FDTE as contained in Schedule 1 attached to this Agreement

8.3 PTDF shall remit funds to FDTE's bank account set forth below, and FDTE shall pay to Nigerian students in Brazil, scholarships by order and on behalf of the PTDF. The Bank account details of FDTE are as provided below:

Bank: Banco Itau S/A

Branch: 0393

Bank number: 0341

SWIFT: ITAUBRSP Account: 90.004-8

IBAN: BR0660701190003930000900048C1;

Handwritten signatures in blue ink, including a large stylized signature and a smaller one below it.

8.4 The PTDF shall remit on yearly basis the amounts of scholarships to be delivered to the Scholars in Brazil, plus 20 % for the payment of fees and other expenses incurred by FDTE for compliance with this Agreement;

8.5 The PTDF shall send the following scholarship amounts according to the type of postgraduate program and its stage, as follows:

Masters (1st year) – USD 731 per Scholar every Calendar Month.

Masters (2nd year) – USD 811 per Scholar every Calendar Month.

PhD (1st and 2nd year) – USD 1,175 per Scholar every Calendar Month.

PhD (3rd and 4th year) – USD 1,419 per Scholar every Calendar Month;

8.6 The PTDF shall inform and direct every month, the list of scholarship holders, the respective Dollar amounts and its corresponding sum in Brazilian currency that will be paid by FDTE to the Scholars, according to the value of the exchange rate closed in the financial transaction.

Article 9:

OBLIGATIONS OF FDTE:

9.1 FDTE shall disburse funds received from the PTDF every Calendar Month to the Scholars in accordance with the terms of this Agreement, and in accordance with subsequent directives of the PTDF on the way and manner to disburse the funds under reference;

9.2 FDTE shall present to PTDF, a monthly financial report containing the accounting of scholarships paid to the Scholars.

9.3 FDTE shall at the end of every financial year/session, provide a financial reconciliation of the funds received from the PTDF.



9.4 FDTE shall provide postural care for the Scholars throughout the pendency of this Agreement.

9.5. In case of PhD Scholar FDTE shall ensure that the payment of the Scholars allowances is in line with Scholars' performance in accordance with the attainment of the milestone of his academic goals which was agreed between him and supervisor and endorsed by the PTDF:

9.6 Only Scholars that with valid student status in the University shall be eligible to payment of the allowances.

Article 10:

OBLIGATIONS OF THE SCHOLARS:

10.1 The Fund's Scholars are subject to all policies, rules and regulations of the FTDE and University Sao Paulo, Brazil as it relates to international student.

10.2 Ms.c Scholars shall not change their course without a written consent of the Fund. PhD Scholars shall not change their research topic without a written consent of the PTDF.

10.3 That the duration for the Msc and PhD Scholars is two (2) years and four (4) years respectively.

10.4 The sponsorship is subject to the Award Letter issued by the PTDF and tied to the execution of a legally binding Bond with PTDF in case of PhD Scholar.

10.5 All Scholars must return to Nigeria on completion of their programme of studies. In exceptional circumstances where Scholars decide to continue with further education, they should seek a written permission from the PTDF.

10.6 The Scholars must make satisfactory progress in their studies throughout the duration of the scholarship. They should endeavour to conduct researches that relates to the Nigerian oil and gas industry.



10.7 Scholars shall be bound by the Rules and Regulations of their Host Institutions;

10.8 Scholars shall consent to, and support their host Institutions in providing all their academic and other personal reports to the PTDF, by signing an authorization/consent letters to be submitted to their Institution;

Article 11:

TERMS AND TERMINATION:

11.1 This Agreement shall be effective from the date it is signed by the representatives of both Parties.

11.2 The Parties shall be entitled at any time and at its absolute discretion to terminate this Agreement by giving written notice 6 (six) months beforehand to the other. Such termination will not adversely affect any obligation prior to the effective date of the termination.

Article 12:

GENERAL PROVISIONS:

12.1 The tolerance by any of the Parties to the breach of any clause or condition hereof shall be considered non-committing, and shall never be construed as renewal, modification, waiver or loss of the right to request the accomplishment of the respective obligation.

12.2 Any modification in the terms of this Agreement shall be established by way of an Addendum signed by both Parties.

12.3 Any notices or requests in connection with this Agreement shall be done in writing and addressed to the Parties as follows:

Three handwritten signatures in blue ink are located at the bottom right of the page. The signatures are stylized and appear to be initials or names of the parties involved in the agreement.

TO FDTE

Eng. André Steagall Gertsenchtein

Fundação para o Desenvolvimento Tecnológico da Engenharia -
FDTE

Rua Catequese, 227, 3º andar

Butantã, São Paulo/SP

CEP 05502-020

TO PTFD

The Executive Secretary,

Dr. Bello Aliyu Gusau,

Petroleum Technology Development Fund

PTDF House, Plot 1058, Memorial Drive,

Central Business District,

Cadastral Zone AOO

Abuja-Nigeria.

Article 13:

Settlement of Disputes:

13.1 In the event of any dispute, controversy, claim, allegation of breach or interpretation relating to this Agreement, the parties shall meet and negotiate in good faith to settle the matter amicably. If the parties are unable to settle the matter within thirty (30) days after such a meeting, the matter shall be submitted to binding Arbitration at the request of either party.

Three handwritten signatures in blue ink are located at the bottom right of the page. The first signature is a stylized 'G', the second is a cursive signature, and the third is a signature with a large loop.

13.2 The Arbitration proceeding/s shall be conducted in Abuja by one Arbitrator mutually appointed by the parties or two Arbitrators, one to be appointed by each of the parties, the two arbitrators shall appoint one or more Arbitrator who shall preside over the proceedings.

13.3 The Arbitration proceedings shall be conducted in English Language and in line with the Rules of the International Dispute Resolution Institute (IDRI) and be governed by the Arbitrations and Conciliations Act, Cap A18, Laws of the Federation of Nigeria 1990 as amended under the Rules of the International Dispute Resolution Institute.

Article 14

TERMS OF PAYMENT:

14.1 All payments to the FDTE shall be made as advance payments and according to the Annex 1 and 2 to this Agreement.

14.2 The FDTE shall issue to the PTDF, an invoice for payment of the scholarship funds on an annual basis, while the PTDF will effect all payments in advance on an annual basis;

14.3 The PTDF will transfer the funds for stipends to the FDTE to be disbursed to the scholarship holders directly.

14.4 Payments shall be made to the account of the FDTE as detailed below:

Bank: Banco Itau S/A

Branch: 0393

Bank number: 0341

SWIFT: ITAUBRSP Account: 90.004-8

IBAN: BR0660701190003930000900048C1;



14.5 The FDTE will present a Monthly balance/ report to the PTDF and offset unused funds against the following invoice. Any unused funds will earn interest for the PTDF; interests will be offset against the next invoice to PTDF.

14.6 After the end of the present cooperation Agreement, FDTE will present a final balance to the PTDF. Remaining unused funds will be refunded to the PTDF; remaining outstanding claims of FDTE will be transferred by the PTDF.

14.6 At the end of every session and every academic year FDTE will prepare a detailed report to the PTDF based on agreed template between parties.

Article 15:

Misconduct of Scholarship Holder/s:

15.1 The PTDF will request its Scholars to sign an undertaken for the full duration of their stay in Brazil to strictly follow the USP regulations pertaining to the implementation and monitoring of their programme, including the USP's decision on placement, academic advisorship, extension of scholarship, disbursement of stipends and allowances among others.

15.2 Upon the USP's well-founded request (e.g. because of unsatisfactory study progress, plagiarism, serious misconduct, or offences against Brazilian Law), the PTDF will withdraw Scholar/s from the programme and summon them back to Nigeria.

Article 16:

DURATION:

16.The duration of this contract Agreement shall be 24 calendar months with effect from the date of execution by the parties; . It shall be explicitly renewed on annual basis.

Handwritten signatures in blue ink, including a large stylized signature and a smaller one below it.

Article 17

Compliance Monitoring:

17.1 The Legal and Secretariat Service Department of the PTDF shall ensure the observance and implementation of the terms and conditions of this Agreement and any other law relating thereto.

16.2 The FDTE shall assist any PTDF Staff with the issuance of an entry visa into Brazil with regards to the implementation this Agreement whenever the need arises.

Article 18

Compliance with Due Process:

16.1 This Agreement shall be void ab-initio if the Cooperation, which is the Subject Matter of the Agreement; is not in accordance with Extant Rules.

Article 19

Governing Law:

19.1 Brazilian Law applies. Court of Jurisdiction is Sao Paulo.

ARTICLE 20

ASSIGNATION

20.1 This Agreement is personal to the parties and may not be assigned by either party without a written consent.



In witness whereof, the Parties hereto, have executed this Agreement in 2 (two) counterparts of equal content and form on the date written below.

Date: 15/ March, 2017

On behalf of:

Fundação para o Desenvolvimento Tecnológico da Engenharia - FDTE:

André Steagall Gertsenchtein
Chief Executive Officer

António Carlos Fonseca
Diretor Administrativo Financeiro

In the presence of:

Signature:
Full Name: **GIORGIO DE TOMI**
Designation: **HEAD, DEPT. OF MINING & PETROLEUM ENGR., USP**
Date: **17 MARCH 2017**

On behalf of:

Petroleum Technology Development Fund:

Dr. Bello Aliyu Gusau
Executive Secretary (Chief Executive Officer)

In the presence of:

Signature:
Full Name: **BARARABE Z. AHMED**
Designation: **GM LEGAL & SECRETARIAT SERVICE**
Date: **23RD FEBRUARY-C 2017**

THIS IS THE ANNEXTURE REFERRED TO IN THE FOREGOING COOPERATION AGREEMENT BETWEEN PETROLEUM TECHNOLOGY DEVELOPMENT FUND, ABUJA AND FUNDAÇÃO PARA O DESENVOLVIMENTO TECNOLÓGICO DA ENGENHARIA (FDTE), SAO PAULO, BRAZIL.

ANNEXURE I

(A) PTDE MSC SCHOLARS TO UNIVERSITY OF SAO PAULO, BRAZIL

BREAKDOWN OF MONTHLY ALLOWANCES TO MSC SCHOLARS

Months	MSC	
	1st Year 2017	2nd Year 2018
January	\$ 731.00	\$ 811.00
February	\$ 731.00	\$ 811.00
March	\$ 731.00	\$ 811.00
April	\$ 731.00	\$ 811.00
May	\$ 731.00	\$ 811.00
June	\$ 731.00	\$ 811.00
July	\$ 731.00	\$ 811.00
August	\$ 731.00	\$ 811.00

September	\$ 731.00	\$ 811.00
October	\$ 731.00	\$ 811.00
November	\$ 731.00	\$ 811.00
December	\$ 731.00	\$ 811.00

Annual disbursements of living expenses per scholar through FDTE \$ 8,772.00 \$ 9,732.00

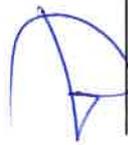
Management fees and Departmental Charges
 (10% as Management Fees to FDTE) \$ 877.20 \$ 973.20
 (10% on living expenses for Departmental Charges) \$ 877.20 \$ 973.20
 Annual Management Fee per scholar \$ 1,754.40 \$ 1,946.40

Direct Disbursement to FDTE

	2017	2018
Annual disbursements of living expenses for 10 PHD scholars	\$ 87,720.00	\$ 97,320.00
Annual Management fees and Departmental Charges	\$ 17,544.00	\$ 19,464.00
Total disbursement to FDTE for 10 Msc Scholars	<u>\$ 105,264.00</u>	<u>\$ 116,784.00</u>

(B) PTDF PHD SCHOLARS TO UNIVERSITY OF SAO PAULO, BRAZIL
BREAKDOWN OF MONTHLY ALLOWANCES TO PHD SCHOLARS

Months	1st Year	2017	2nd Year	2018	3rd Year	2019	4th Year	2020
January	\$	1.175,00	\$	1.175,00	\$	811,00	\$	811,00
February	\$	1.175,00	\$	1.175,00	\$	811,00	\$	811,00
March	\$	1.175,00	\$	1.175,00	\$	811,00	\$	811,00
April	\$	1.175,00	\$	1.175,00	\$	811,00	\$	811,00
May	\$	1.175,00	\$	1.175,00	\$	811,00	\$	811,00
June	\$	1.175,00	\$	1.175,00	\$	811,00	\$	811,00
July	\$	1.175,00	\$	1.175,00	\$	811,00	\$	811,00
August	\$	1.175,00	\$	1.175,00	\$	811,00	\$	811,00
September	\$	1.175,00	\$	1.175,00	\$	811,00	\$	811,00
October	\$	1.175,00	\$	1.175,00	\$	811,00	\$	811,00
November	\$	1.175,00	\$	1.175,00	\$	811,00	\$	811,00
December	\$	1.175,00	\$	1.175,00	\$	811,00	\$	811,00
Annual disbursements of living expenses per scholar	\$	14.100,00	\$	14.100,00	\$	9.732,00	\$	9.732,00





through FDTE

Management fees and Departmental Charges

(10% as Management Fees to FDTE)
 (10% on living expenses for Departmental Charges)
 Annual Management Fee per scholar

	2017	2018	2019	2020
\$	1,410,00	\$ 1,410,00	\$ 973,20	\$ 973,20
\$	1,410,00	\$ 1,410,00	\$ 973,20	\$ 973,20
\$	2,820,00	\$ 2,820,00	\$ 1,946,40	\$ 1,946,40

Direct Disbursement to FDTE

Annual disbursements of living expenses for 10 PHD scholars
 Annual Management fees for 10 PHD Scholars
 Total disbursements to FDTE for 10 PHD Scholars

	2017	2018	2019	2020
\$	141,000,00	\$ 141,000,00	\$ 97,320,00	\$ 97,320,00
\$	28,200,00	\$ 28,200,00	\$ 19,464,00	\$ 19,464,00
\$	169,200,00	\$ 169,200,00	\$ 116,784,00	\$ 116,784,00

(A) PTDF MSC SCHOLARS TO UNIVERSITY OF SAO PAULO, BRAZIL

BREAKDOWN OF MONTHLY ALLOWANCES TO MSC SCHOLARS

Months	MSC	
	1st Year	2nd Year
	2017	2018

January	\$ 731.00	\$ 811.00
February	\$ 731.00	\$ 811.00
March	\$ 731.00	\$ 811.00
April	\$ 731.00	\$ 811.00
May	\$ 731.00	\$ 811.00
June	\$ 731.00	\$ 811.00
July	\$ 731.00	\$ 811.00
August	\$ 731.00	\$ 811.00
September	\$ 731.00	\$ 811.00
October	\$ 731.00	\$ 811.00
November	\$ 731.00	\$ 811.00
December	\$ 731.00	\$ 811.00
Annual disbursements of living expenses per scholar through FDTE	\$ 8,772.00	\$ 9,732.00

[Handwritten signature]

Management fees and Departmental Charges		
(10% as Management Fees to FDTE)	\$ 877.20	\$ 973.20
(10% on living expenses for Departmental Charges)	\$ 877.20	\$ 973.20
Annual Management Fee per scholar	\$ 1,754.40	\$ 1,946.40

Direct Disbursement to FDTE	2017	2018
------------------------------------	-------------	-------------

Annual disbursements of living expenses for 10 MSC scholars	\$ 87,720.00	\$ 97,320.00
Annual Management fees and Departmental Charges	\$ 17,544.00	\$ 19,464.00
Total disbursement to FDTE for 10 Msc Scholars	\$ 105,264.00	\$ 116,784.00

(B) PTDF PHD SCHOLARS TO UNIVERSITY OF SAO PAULO, BRAZIL

BREAKDOWN OF MONTHLY ALLOWANCES TO PHD SCHOLARS

Months	1st Year	2nd Year	3rd Year	4th Year
	2017	2018	2019	2020
January	\$ 1,175.00	\$ 1,175.00	\$ 1,419.00	\$ 1,419.00
February	\$ 1,175.00	\$ 1,175.00	\$ 1,419.00	\$ 1,419.00
March	\$ 1,175.00	\$ 1,175.00	\$ 1,419.00	\$ 1,419.00
April	\$ 1,175.00	\$ 1,175.00	\$ 1,419.00	\$ 1,419.00
May	\$ 1,175.00	\$ 1,175.00	\$ 1,419.00	\$ 1,419.00

June	\$ 1,175.00	\$ 1,175.00	\$ 1,419.00	\$ 1,419.00
July	\$ 1,175.00	\$ 1,175.00	\$ 1,419.00	\$ 1,419.00
August	\$ 1,175.00	\$ 1,175.00	\$ 1,419.00	\$ 1,419.00
September	\$ 1,175.00	\$ 1,175.00	\$ 1,419.00	\$ 1,419.00
October	\$ 1,175.00	\$ 1,175.00	\$ 1,419.00	\$ 1,419.00
November	\$ 1,175.00	\$ 1,175.00	\$ 1,419.00	\$ 1,419.00
December	\$ 1,175.00	\$ 1,175.00	\$ 1,419.00	\$ 1,419.00

Annual disbursements of living expenses per scholar through FDTE

2017	\$ 14,100.00	2018	\$ 14,100.00	2019	\$ 17,028.80	2020	\$ 17,028.80
------	--------------	------	--------------	------	--------------	------	--------------

Management fees and Departmental Charges	2017	2018	2019	2020
(10% as Management Fees to FDTE)	\$ 1,410.00	\$ 1,410.00	\$ 1,702.80	\$ 1,702.80
(10% on living expenses for Departmental Charges)	\$ 1,410.00	\$ 1,410.00	\$ 1,702.80	\$ 1,702.80
Annual Management Fee per scholar	\$ 2,820.00	\$ 2,820.00	\$ 3,405.60	\$ 3,405.60

Direct Disbursement to FDTE	2017	2018	2019	2020
Annual disbursements of living expenses for 10 PHD scholars	\$ 141,000.00	\$ 141,000.00	\$ 170,280.00	\$ 170,280.00
Annual Management fees and Departmental Charges	\$ 28,200.00	\$ 28,200.00	\$ 34,056.00	\$ 34,056.00
Total disbursement to FDTE for 10 PHD Scholars	\$ 169,200.00	\$ 169,200.00	\$ 204,336.00	\$ 204,336.00

DISBURSMENTS/LIVING EXPENSES

10 MSC SCHOLARS

10 PHD SCHOLARS

TOTAL

PAYMENT TO FDTE AND DEPARTMENTAL CHARGES

10 MSC SCHOLARS

10 PHD SCHOLARS

TOTAL

Total Transfers per annum

	2017	2018	2019	2020
10 MSC SCHOLARS	87720	97320		
10 PHD SCHOLARS	141000	141000	170280	170280
TOTAL	228720	238320	170280	170280
10 MSC SCHOLARS	17544	19464		
10 PHD SCHOLARS	28200	28200	34056	34056
TOTAL	45744	47664	34056	34056
Total Transfers per annum	274464	285984	204336	204336