

AGREEMENT BETWEEN

THE FEDERAL GOVERNMENT OF NIGERIA

AND

THE ACADEMIC STAFF UNION OF UNIVERSITIES

30th JUNE, 2001

Vol. 1

PART I

BACKGROUND TO NEGOTIATION

BACKGROUND TO THE NEGOTIATIONS

On Monday, April 26, 1999 the then Head of State, General Abdulsalami Abubakar constituted a Federal Government Negotiating Team with the mandate to negotiate with the Academic Staff Union of Universities (ASUU) on "Salaries, Wages and Other Conditions of Service in the University System."

An Agreement resulting from the negotiation was signed by both parties on May 25, 1999. However, the Government's Negotiating Team affirmed that Government's intervention was "intended to be an interim palliative measure to enhance the income of academics, without prejudice to a comprehensive negotiation at a future date." The negotiation and attendant agreement thus resulted only in the improvement of the emoluments of academics through their allowances. The negotiation did not cover basic salaries, funding and university autonomy / academic freedom.

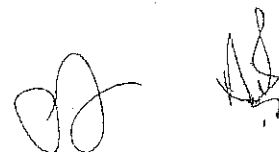
[a] On Tuesday, October 26, 1999, in furtherance of the present administration's commitment to improving the entire University Education, the Government, represented by Chief P. C. Asiodu, signed an agreement with ASUU, represented by Dr. Assisi Asobie, the then National President of ASUU. The Agreement of October 26, 1999 covered the payment of certain adjusted allowances, including academic allowances; Car Refurbishing and Housing Loans, and Rent Subsidy.

[b] In order to conclude the October 26, 1999 Agreement, the Government's Team agreed that Negotiation on Basic Salaries, University Funding and Autonomy shall begin within four weeks.

[c] Government could not meet the four weeks deadline.

1.4.1 On Monday, July 31, 2000, after a meeting between representatives of ASUU led by its National President, Dr. Dipo Fashina, and representatives of the Federal Government, led by the Chief Economic Adviser to the President of the Federal Republic of Nigeria, Chief Philip Asiodu, a jointly signed communiqué agreed to the need for collective bargaining.

1.5 The meeting also agreed on the need for the involvement of the proprietors of State Universities in the process of collective bargaining.



1.6 By his letter Ref. No. NUC/ES/261/Vol.XI/21 of August 15, 2000, the Executive Secretary of the National Universities Commission, Prof. Munzali Jibril, *OFR* informed ASUU of the President's approval of the composition of the Federal Government Team to negotiate with ASUU. The letter also invited ASUU to commence negotiations with the Government Team on Monday, August 28, 2000.

1.7 On Monday, August 28, 2000, the Government/ASUU Negotiations began at the National Universities Commission (NUC), Abuja.

1.8 The membership of the Government's Negotiating Team was as follows:

- | | | | | |
|-----|------------------------------|---|---|----------|
| 1. | Prof. Ayo Banjo JP, FNAL | Pro-Chancellor,
University of
Port Harcourt | - | Chairman |
| 2. | Alhaji Sule Katagum OFR, CMG | Pro-Chancellor,
ABU, Zaria | - | Member |
| 3. | Dr. T. C. Osanakpo (SAN) | Pro-Chancellor,
Federal University of
Technology, Owerri | - | Member |
| 4. | Prof. Ochapa Onazi | Pro-Chancellor,
Bayero University
Kano. | - | Member |
| 5. | Dr. O. O. Oladebo | Pro-Chancellor,
ATBU, Bauchi | - | Member |
| 6. | Dr. P. N. Atanmo | Pro-Chancellor,
University of
Agriculture, Makurdi | - | Member |
| 7. | Mallam Shettima Liberty | Pro-Chancellor,
Obafemi Awolowo
University, Ile-Ife | - | Member |
| 8. | Chief (Mrs) Kemi Nelson | Hon. Commissioner
for Establishment,
Lagos State | - | Member |
| 9. | Dr. Idowu Sobowale | Special Adviser
on Education,
Lagos State | - | Member |
| 10. | Sir Dele Ige | Pro-Chancellor,
Ladoke Akintola
University of
Technology,
Oghomosho | - | Member |

11.	Prof. Eugene Okpere	Pro-Chancellor, Ambrose Alli University Edo State	-	Member
12.	Mr. M. I. Omotola	Special Adviser on Education, Ondo State	-	Member
13.	Prof. Akin Oyeode	Vice-Chancellor, University of Ado-Ekiti (Representing Ekiti State Government)	-	Member
14.	Prof. O. O. Kehinde Phillips	Ogun State University- (Rep. Ogun State Government)	-	Member
15.	Prof. U. A. Igun	Vice-Chancellor, Delta State University, Abraka (Representing Delta State Government)	-	Member

Advisers to Government Team

1.	Prof. Munzali Jibril (OFR)	Executive Secretary National Universities Commission, Abuja	-	Adviser
2.	Prof. A. S. Sambo, OON, NPOM	Vice-Chancellor Abubakar Tafawa Balewa University, Bauchi	-	Adviser
3.	Prof. S. Oba AbdulRaheem	Vice-Chancellor University of Ilorin	-	Adviser
4.	Prof. G. Mbanefoh	Vice-Chancellor University of Nigeria Nsukka	-	Adviser
5.	Prof. A. R. Anaṁ	Vice-Chancellor University of Benin	-	Adviser
6.	Ven. (Prof.) Akin Akindoyeni	Vice-Chancellor Ondo State University	-	Adviser
7.	Prof. Nur Alkali	Council Member, ABU Zaria	-	Adviser

- | | | | | |
|-----|-------------------------|--|---|---------|
| 8. | Prof. F. Akesode | Vice-Chancellor
Lagos State University
Ojo, Lagos | - | Adviser |
| 9. | Prof. Akin Salau | Vice-Chancellor
Ladoke Akintola University | - | Adviser |
| 10. | Professor Julius Okojie | Vice-Chancellor,
University of Agriculture,
Abeokuta | - | Adviser |

1.9 The membership of ASUU's Negotiating Team was as follows:

- | | | | | |
|-----|--|--|---|-------------|
| 1. | Dr. Oladipo Fashina
National President | Obafemi Awolowo
University, Ile-Ife | - | Team Leader |
| 2. | Dr. Assisi Asobie | University of Nigeria
Nsukka | - | Member |
| 3. | Prof. Eskor Toyo
National Trustee | University of Calabar
Calabar | - | Member |
| 4. | Dr. Abdullahi Sule-Kano
National Vice-President | Usmanu Dan Fodio
University, Sokoto | - | Member |
| 5. | Dr. F. A. Dimowo
National Auditor | University of Benin
Benin City. | - | Member |
| 6. | Dr. Ogban Ogban-Iyam
National Fin. Secretary | University of Nigeria
Nsukka | - | Member |
| 7. | Mal. Mahmoud Y. Jada | Federal University of
Technology, Yola | - | Member |
| 8. | Arch. N. O. Obuzor | Rivers State University of
Science and Technology,
Port Harcourt | - | Member |
| 9. | Dr. Saint Gbilekaa | University of Abuja
Abuja | - | Member |
| 10. | Dr. Temi Akporhonor | Delta State University
Abraka | - | Member |
| 11. | Dr. Biodun Onilude | University of Ibadan
Ibadan. | - | Member |

12.	Dr. Ndubuisi Osuagwu	University of Calabar Calabar	-	Member
13.	Prof. Olatunde Oduleye	University of Ilorin Ilorin	-	Member
14.	Prof. Omotoye Olorode	Obafemi Awolowo University, Ile-Ife	-	Member
15.	Dr. Gbolahan Babalola	Obafemi Awolowo University, Ile-Ife	-	Member
16.	Prof. Attahiru Jega	Bayero University, Kano	-	Member
17.	Dr. Festus Iyayi	University of Benin Benin City	-	Member
18.	Dr. Auwal Ibrahim	University of Maiduguri Maiduguri	-	Member
19.	Mal. Musa Ibrahim Jega	Ahmadu Bello University Zaria	-	Member
20.	Prof. Poju Akinyanju	University of Ilorin Ilorin	-	Member
21.	Mal. Y. Z. Ya'u	Bayero University Kano	-	Member
22.	Mal. Bashir Kurfi	Ahmadu Bello University Zaria	-	Member
23.	Dr. Peter Ozo-Eson	University of Jos Jos	-	Member
24.	Mr. Sikiru Eniola	University of Ado-Ekiti Ado-Ekiti	-	Member

1.10 Observers

1.	Alhaji Baffa Usmanu, mni	Director Federal Ministry of Justice	-	Observer
2.	Mr. M. A. B. Atilola	Deputy Director (Industrial Relations) Federal Ministry Of Labour & Productivity	-	Observer

- | | | | |
|-----|---------------------------|--|----------|
| 3. | Mr. Ben Uzor | Representing Commissioner -
for Education, Imo State | Observer |
| 4. | Mrs. A. A. Olusola | Representing, Commissioner -
for Establishment, Training
and Job Creation, Lagos State | Observer |
| 5. | Mr. Uche Onwuanuokwu | Special Services -
Office of the Presidency
Abuja | Observer |
| 6. | Dr. S. A. B. Atolagbe | Ag. Director -
Federal Ministry of Education | Observer |
| 7. | Mr. R. O. Egbule | National Salaries and
Wages Commission - | Observer |
| 8. | Mr. Abiodun Alibaloye | National Salaries &
Wages Commission - | Observer |
| 9. | Mrs. A. M. Rufai | National Salaries and
Wages Commission - | Observer |
| 10. | Mr. D. D. N. Kaze | The Presidency -
Abuja. | Observer |
| 11. | Mr. C. O. Iwuozor | Federal Ministry of Labour
& Productivity - | Observer |
| 12. | Mrs. A. O. Durosinmi-Etti | Permanent Secretary, -
Office of the Special Adviser
On Education, Lagos State | Observer |

1.11 In Attendance

- | | | |
|----|----------------------|--|
| 1. | Mr. C. S. Ajayi | Ag. Director
E.S. Office, National Universities Commission |
| 2. | Mr. F. O. Esenwa | Deputy Director, Physical Planning Department (QS)
National Universities Commission |
| 3. | Mr. Theo N. Azubuike | Deputy Director (ST)
National Universities Commission |
| 4. | Mr. A. S. Agbaoye | Chief Personnel Officer
National Universities Commission |
| 5. | Mr. A. E. Essah | Federal Ministry of Employment,
Labour and Productivity |
| 6. | | |

Mr. Sam Onazi
Principal Finance Officer
National Universities Commission

Mr. A. M. Ibrahim
Principal MIS Officer
National Universities Commission

12 SECRETARIAT

Dr. Temi Akporhonor
Representing ASUU

Dr. Ndubuisi Osuagwu
Representing ASUU

Mal. Mahmoud Y. Jada
Representing ASUU

Dr. A. A. Adedibu
Asst. Director, Federal Ministry of Education

Mr. Tunde Fakoya
Federal Ministry of Education

Mr. C. J. Maiyaki
Principal Personnel Officer, NUC

Mr. B. C. Odum
Principal Personnel Officer, NUC

2.0 MANDATE AND AGENDA

2.1 Mandate

It was agreed that both teams had the full mandate of their principals: the Federal Government and State Governments in the case of the Government Negotiating Team, and the National Executive Council in the case of Academic Staff Union of Universities (ASUU) Negotiating Team.

2.2 Agenda

It was agreed that negotiations would follow the following agenda, in sequence:

- i. Funding of Universities
- ii. Basic Salary
- iii. University Autonomy and Academic Freedom
- iv. Other Matters

There was no negotiation on allowances, although ASUU proposed the negotiation of academic, general and outstanding allowances (from May 1999 Agreement).

- 2.3 ASUU's proposal for negotiation, contained in a 147-page document was tabled at the inaugural meeting of August 28, 2000. An agreement was reached adjourning the negotiation until September 11, 2000 to enable the Federal Government Team to study and respond to ASUU's proposal. The response of the Government Team was tabled in a 38-page document and six appendices on Monday, September 11, 2000.

There were adjournments to allow consultation with, and briefing of principals on September 15, 2000, with resumption on October 3; on October 6, to resume on November 1; on November 3, for resumption on December 5, and again on December 9 to resume on December 18, 2000.

PROCEDURE FOR THE NEGOTIATION

- 3.1 Both Teams presented their positions using tables and statistical data, general principles and the history of the Nigerian Universities. References were also made to past reports, commissions on Higher Education as well as previous Agreements between Government and Academic Staff Union of Universities (ASUU).

(See Annexure 1)

- 3.2 To facilitate the recording of the proceedings of the negotiation and the production of minutes, it was agreed at the inaugural meeting that a Secretarial team consisting of nominees from both teams be set up.

3.3 The Need for Maintaining a University System with High Academic Standards

- 3.3.1 The Negotiating Teams agreed that there was the need:

- i. To reverse the decay in the Universities, in order to reposition them for greater responsibilities in national development.
- ii. To reverse the brain drain not only by enhancing the remuneration of academic staff but also by disengaging them from the incumbrance of a unified civil service wage structure.
- iii. For the restoration of Nigerian universities through immediate massive and sustained financial intervention.
- iv. For the restoration of genuine university autonomy and academic freedom as an important means of creating a conducive intellectual environment.
- v. For a vast improvement in the living and learning conditions of university students.

- 3.3.2 Both teams, in recognition of the need to build a university system that will sustain national development through credible and very high standards, adopted the following positions:

WHEREAS it is recognised by the negotiating teams that education is on the concurrent list;

WHEREAS there is a precedent both in the 1960s and 1970s of Federal Government intervening to maintain high standards in the Nigerian University system, by making subventions to Regional/State Universities;

AND WHEREAS the two negotiating teams acknowledged the role of State Universities in producing high level manpower, we hereby agree as follows:

- i. the Federal Government will provide general assistance to both the State Governments that are proprietors of Universities and those that need assistance in the area of higher education;
- ii. that both the Federal and State Governments will devote a minimum of 26% of their annual budgets to education in accordance with UNESCO minimum recommendation. This is necessary to enable the Federal and State Governments to honour this Agreement;
- iii. the Agreement is directed towards ensuring that there is a single university system with one, rather than a multiple set of academic standards; thus while the Federal Government cannot, and does not intend to, compel the State Governments to implement the provisions of the Agreement in respect of their universities, there will be a need for the State Governments nevertheless to be guided by this Agreement if they are to operate within the goal of achieving the same sets of academic standards for Nigeria's single university system.

PART II

ISSUES NEGOTIATED
AND
AGREEMENTS REACHED

CONDITIONS OF SERVICE

SALARY STRUCTURE FOR ACADEMIC STAFF IN NIGERIAN UNIVERSITIES

- 4.1.1 It was agreed that there shall be a separate Salary Structure for University Academic Staff to be known as University Academic Staff Salary (UASS), with seven grades as in Tables 1 and 2 below.
- 4.1.2 ASUU is of the view that Government's offer does not address the problem of brain drain. ASUU considers Government's offer as an interim measure; consequently, further negotiations should be held to address the problem of brain drain within the principle of phasing. The negotiations should take place within a reasonable time, at any rate, before the end of 2001.

The Government Team, while recognising the inadequacy of the offer in addressing the problem of brain drain, was unable to agree to commit Government to further negotiations based on the principle of phasing.

Table 1: THE UASS (BASIC SALARY)

SCALE	STARTING SALARY	TERMINAL SALARY	ANNUAL INCREMENTAL RATE	STEPS
UASS 01	174,391	202,791	5,680	6
UASS 02	205,693	253,041	6,764	8
UASS 03	241,106	293,165	7,437	8
UASS 04	322,211	421,643	12,429	9
UASS 05	403,903	620,695	18,066	13
UASS 06	450,194	645,593	21,711	10
UASS 07	502,811	724,562	24,639	10

Table 2: THE UASS BASIC SALARY: DETAILS OF THE SALARY SCALE

	1	2	3	4	5	6	7	8	9	10	11	12	13	INCR
UAS														
S														
1	174391	180071	185751	191431	197111	202791								5680
2	205693	212457	219221	225985	232749	239513	246277	253041						6764
3	241106	248543	255980	263417	270854	278291	285728	293165						7437
4	322211	334640	347069	359498	371927	384356	396785	409214	421643					12429
5	403903	421969	440035	458101	476167	494233	512299	530365	548431	566497	584563	602629	620695	18066
6	450194	471905	493616	515327	537038	558749	580460	602171	623882	645593				21711
7	502811	527450	552089	576728	601367	626006	650645	675284	699923	724562				24639





ALLOWANCES: ACADEMIC AND GENERAL

4.2.1 ASUU Negotiating Team proposed the negotiation of allowances; specifically, ASUU Negotiating Team proposed the negotiation of certain allowances outstanding from the May 25, 1999 Negotiation between the Federal Government of Nigeria and the Academic Staff Union of Universities. The relevant allowances were:

- i. Book Allowance
- ii. Computer Purchase Grant
- iii. Inter-University (Overseas) Academic Contact Fund, and
- iv. Secretarial Service Allowance

The Federal Government's Negotiating Team, however, did not agree to negotiate allowances on the ground that its mandate was to negotiate only Basic Salary, Funding and Autonomy.

However, it was agreed that the current rates of allowances as contained in the May 1999 agreement should apply to the agreed UASS scale.



5.0 FUNDING OF UNIVERSITIES

5.1 INTRODUCTION

The issues negotiated under this heading were:

- i. The determination of the quantum of resources required to fund the University system adequately
- ii. The Sectoral Allocation of Recurrent Funds
- iii. The provision of Restoration Grant to enable Universities to rehabilitate their facilities
- iv. Stabilization Fund
- v. Sources of Fund
- vi. Other Funding Matters

5.1.1 THE QUANTUM OF RESOURCES REQUIRED TO FUND THE UNIVERSITIES AT ADEQUATE LEVELS

It was agreed that the following levels of resources would be required:

a. Recurrent Expenditure (2001 - 2003)

Federal Universities

2001	-	N60 bn
2002	-	N66 bn
2003	-	N138 bn

State Universities

For adequate funding, State Universities shall fund their recurrent needs at N200,000 per student per year.

b. Capital Expenditure (2001 - 2003)

Federal Universities

2001	-	N20.00 bn
2002	-	N22.00 bn
2003	-	N24.20 bn

State Universities

The Capital Expenditure shall be determined at 30% of the Recurrent Grant.

The Capital Expenditure shall be utilized to build new students' hostels, new academic buildings - classrooms, laboratories, workshops; to procure new teaching and research equipment; provide new recreational facilities, build access roads, provide more staff housing and utilities and maintain existing facilities.

c. Sectoral Allocation of Recurrent Funds

It was agreed that based on the current needs of the universities, the following sectoral allocation proportion shall be applied. The budgetary provision for the Library, Research, Health Services, Staff Development, Publications, Maintenance and other services shall be as follows:

i.	Library	-	10%
ii.	Research Grant	-	5%
iii.	Health Services	-	5%
iv.	Staff Development	-	2.5%
v.	Publications	-	2%
vi.	Maintenance	-	10%
vii.	Other Charges	-	5.5%

It was agreed that the allocation to the library shall be called the Library Development Fund, which shall be managed by a Library Development Committee headed by the University Librarian.

The Library Development Fund shall be utilized to procure up-to-date books and journals, for automation and computerization, and the maintenance of other library facilities.

5.1.2 RESTORATION FUND (2001 - 2003)

It was agreed that a Restoration Fund shall be provided to enable universities to substantially rehabilitate their facilities and bring them up to required standards and the agreed funding levels are as follows:

Federal Universities

2001	N18.60 bn
2002	N22.17 bn
2003	N24.40 bn

State Universities

State Governments that own Universities shall provide adequate funds for the restoration of their Universities at a rate not less than N60,000 per student per year.

The Restoration Fund shall be utilized for the rehabilitation of students' hostels, classrooms, laboratories, studios, engineering workshops, water and electricity supply, roads, teaching facilities, the environment - aesthetics, sanitation and safety, vehicle pools, staff quarters, academic buildings, sports facilities, student centres, etc.

5.1.3 STABILIZATION FUND

Federal Universities

2001	-	N6bn
2002	-	N6bn
2003	-	N6bn

State Universities

State Universities that own Universities shall provide stabilization fund at a rate equal to 10% at their annual recurrent grant to their Universities."

- 5.1.4 It was agreed that in the application of the provisions of sections 5.1.1., 5.1.2. and 5.1.3, the actual needs of each University as determined by its Governing Council shall be taken into account. All this will be done without prejudice to the normal budgetary procedures.

5.2.0 SOURCES OF FUNDING

5.2.1 The Federal and State Governments: Allocation to Education

- a. It was agreed that in accordance with UNESCO GUIDELINES, the Federal and the State Governments shall allocate to education a minimum of 26% of their annual budgets. This target shall be met within three years.
- b. It was further agreed that 50% of the 26% of the Annual Budget allocated to education be allocated to the Universities.

5.2.2 Fees

It was agreed that there shall be no introduction of tuition fees in the universities, though some State Governments expressed their reservations because they are already charging some fees.

5.2.3 Federal Government Assistance to States for Higher Education

The Federal Government will provide general assistance to both the State Governments that are proprietors of Universities and those that need assistance in the area of higher education. Such assistance may include project funding and other forms of intervention.

5.2.4 Education Tax Fund (ETF)

- 5.2.4.1 It was agreed that the existing 2.0% pre-tax levy shall remain as Education Tax applicable to all companies in Nigeria, in the private and the public sectors (e.g. public liability companies such as NNPC, NEPA, NITEL, etc).
- 5.2.4.2 It was further agreed that the Education Tax Fund shall be allocated in the following proportions: Primary 25%; Secondary 25%; Tertiary 50% (disbursed in the ratio 1.1.2 for Polytechnics, Colleges of Education and Universities) respectively.
- 5.2.4.3 It was also agreed that the Universities shall use their share of the funds collected as Education Tax Fund primarily for the supplementation of funding to the following areas:
- i. Students' Work Centres
 - ii. Staff Development and Conference Attendance
 - iii. Higher Education Library System
 - iv. Research
 - v. Procurement and Maintenance of Equipment
 - vi. Higher Education Book Development.
- 5.2.4.4 It was agreed that the share of the Education Tax Fund due to the Universities shall be disbursed to them directly.
- 5.2.4.5 It was agreed that Decree 7 of 1993 which established the ETF shall be amended by the National Assembly to make the composition of the Board of the Fund as follows:
- a. A Chairman to be appointed by Government and who shall have relevant experience in Education.
 - b. A Representative of the Minister of Education.
 - c. The Accountant General of the Federation or his / her representative.
 - d. A Representative of the Minister of Finance.
 - e. A Representative of NACCIMA.
 - f. A Representative of MAN.
 - g. A Representative of the Pro-Chancellors of Nigerian Universities.
 - h. A Representative of the Vice-Chancellors of Nigerian Universities.
 - i. A Representative of Rectors of Polytechnics in Nigeria.
 - j. A Representative of Provosts of Colleges of Education in

Nigeria.

- k. A Representative of ASUU.
- l. A Representative of ASUP.
- m. A Representative of COEASU.
- n. A Representative of NUT.
- o. A Representative of ANCOPS.
- p. Two Representatives of Headmasters and Headmistresses of Primary Schools.
- q. The Executive Secretary of the Fund shall serve as the Secretary.

5.2.4.6 It was agreed that the accounts of the ETF shall be audited and published annually.

5.2.4.7 It was agreed that the current investigations of the ETF by the National Assembly shall be carried out to its logical conclusion.

5.2.4.8 It was agreed that the Education Tax Fund shall remain autonomous. It shall not be merged with any other organisation. Specifically, the Education Tax Fund shall not be merged with the Education Bank.

5.2.5 Transfer of Landed Property in Lagos, Abuja and Other Places to Universities

This was an item in the 1992 Federal Government/ASUU Agreement and it was therefore agreed to remit it to the Implementation Committee.

5.2.6 Petroleum Fund

5.2.6.1 ASUU proposed that the Federal Government should allocate 10 cents (US) per barrel of crude oil sold per day to education. The Fund should be called "The Petroleum Fund". This proposal was not accepted by the Government Negotiating Team.

5.2.7 Patronage of University Services

- 5.2.7.1 a. It was noted that this was contained in the 1992 Agreement but was not implemented.
- b. It was agreed that Federal and State Governments, Institutions and Companies shall, as a matter of priority, give major consultancies to relevant Departments and Consortia of Departments in Nigerian Universities.

5.2.7.2 It was further agreed that Federal and State Governments shall take necessary steps to encourage the private sector to give major consultancies to relevant Departments and Consortia of Departments in Nigerian Universities.

5.2.7.3 It was further agreed that the Committee of Pro-Chancellors (CPC) and the Committee of Vice Chancellors (CVC) shall pursue the implementation of this Agreement.

5.2.8 Funds from Alumni Associations

5.2.8.1 It was agreed that Alumni Associations shall be encouraged to contribute funds to Universities through direct funding, endowments, bequeaths, etc. and also that convocation shall meet at least once a year.

5.2.9 Private Sector Contributions

5.2.9.1 It was agreed that the Private Sector of the Nigerian economy shall be encouraged to make voluntary financial and material contributions to Nigerian Universities.

5.2.9.2 It was also agreed that the private sector shall be encouraged to promote and fund research collaborations with Nigerian Universities.

5.2.9.3 It was agreed that the Committee of Pro-Chancellors shall pursue the implementation of this Agreement.

5.2.10 Contributions by Voluntary Agencies and Philanthropic Individuals

It was agreed that voluntary agencies, individual entrepreneurs, philanthropists, etc. shall be encouraged to make financial and material contribution to universities.

5.2.11 All such contributions with respect to 5.2.8.1 to 5.2.10 should be tax deductible.

5.3.0 OTHER FUNDING MATTERS

5.3.1 Funds Held by the NUC

While noting that the NUC had released information showing that withheld funds had been released to the Universities, it was agreed that any other outstanding funds should be released to the Universities.

5.3.2 Involvement of the Private Sector in Commercialization of Invention and Discoveries

It was agreed that the commercialization of inventions and discoveries emanating from Nigerian Universities by or in collaboration with the private sector of the Nigerian economy shall be encouraged by

appropriate incentives.

5.4.0 COST-SAVING MEASURES

5.4.1 Duty-Free Importation of Educational Materials by Universities

It was agreed that Universities shall be entitled to duty-free importation of books, equipment, journals and other educational materials. Where such goods are purchased locally, universities shall be entitled to the refund of the duty paid (as in the 1992 Agreement).

5.4.2 Setting up of Research and Development Units by Companies Operating in Nigeria

- a. It was agreed that all companies operating in Nigeria shall be encouraged to set up Research and Development Units in Nigeria and collaborate more closely with the relevant Departments and Faculties in Nigerian Universities.
- b. It was agreed that all companies shall be encouraged to intensify their interaction with the Nigerian Universities within the next ten years, with a view to playing a more significant role in the development of research in Nigerian Universities (as in the 1992 Agreement).

5.4.3 3-Year Rolling Plan

It was agreed that the Federal and State Governments shall, in respect of University education, formulate and implement a 3-Year Rolling Plan.

6.0 UNIVERSITY AUTONOMY AND ACADEMIC FREEDOM

6.1 COMPOSITION OF UNIVERSITY GOVERNING COUNCILS

It was agreed that there shall be a reasonable balance of external and internal representation on Governing Councils. Accordingly, the following principles shall be observed in the constitution of Councils:

- a. there shall be eight (8) external members including the Pro-Chancellor and a representative of Alumni Association (selected by that body);
- b. the external members of Governing Councils representing interest groups, e.g. NLC, shall be nominated by the respective interest groups themselves;
- c. there shall be seven (7) internal members including one (1) representative of Convocation but excluding the Vice-Chancellors and his Deputies who are ex-officio members.

6.1.2 Tenure, Dissolution and Reconstitution of Governing Councils

It was agreed that:

- i. A Council shall have a tenure of four (4) years from the date of its inauguration.
- ii. Councils shall be allowed to complete their terms except where a specific Council has been or specific Councils have been found to be incompetent or corrupt.
- iii. Where the Governing Council is dissolved, a new Governing Council shall be simultaneously constituted.
- iii. The tenure for members of Council - both internal and external - shall be four (4) years.

6.1.3 Council Members

It was agreed that members of Governing Councils shall be knowledgeable persons who are familiar with how the University functions and are of proven integrity, courage, stature and appropriate experience, who can command respect and inspire confidence in the University academic community. Only persons who are interested in the University and are prepared to serve shall be appointed members of Governing Councils. Individuals who have been indicted for incompetence, corruption, abuse of power, etc. in previous performance of public duties shall not be nominated to University Governing Councils. Chairpersons of

Governing Councils must be familiar with the University tradition.

6.1.4 Powers of Council

It was agreed that:

- i. The powers of Governing Councils shall be exercised as in the statutes and laws of each University.
- ii. Governing Councils shall be left free to exercise their responsibility for good management, growth and development of their respective Universities.
- iii. All laws that fetter the free operation of Universities, threaten academic freedom, impede free enquiry, constrain the exercise of initiative, smother imagination, obstruct the pursuit of truth, and violate constitutionally guaranteed rights, shall be abrogated.
- iv. Circulars from ministries shall be deemed invalid to the extent that they are inconsistent with the Laws and Regulations of the Universities and the Constitution of the Federal Republic of Nigeria.

6.1.5 Abrogation of Laws that impede University Autonomy and Academic Freedom

There was no agreement on this issue. ASUU insisted that the following Decrees and Laws which, in its view, impede university autonomy and academic freedom and violate constitutionally guaranteed rights and international and Nigerian labour laws should be repealed:

- i. The Trade Dispute (Essential Services) Act, No. 23, 1996;
- ii. The Teaching (Essential Services) Act No. 30 of 1993;
- iii. Trade Disputes (Amendments) Act No. 54 of 1987, Section 32A;
- iv. The Students' Union Activities (Control and Regulations) Act, No. 47 of 1989.
- v. The Education (National Minimum Standards and Establishment of Institutions) Act No. 16 of 1985 and Act No. 49 of 1988;
- vi. The Teaching, etc (Essential Services) Amendment Act No. 44 of 1993

The Federal Government Negotiating Team insisted that all the relevant Acts should be referred to the Ministry of Justice for review.

6.1.6 Autonomy of the Universities within the Law

It was agreed that the Universities be allowed to operate in accordance with their enabling laws, statutes, rules and regulations in conformity with due process and within the laws of the land.

6.1.7 Councils and Expenditure on Academic Activities

It was agreed that the NUC guidelines on expenditure with respect to the balance in expenditure between academic vis-a-vis non-academic activities are to be enforced. This will enhance the academic development of the Universities.

6.1.8 Appointment of a Vice-Chancellor

It was agreed that:

- i. The appointment of Vice-Chancellor shall be vested in the Governing Council of each University.
- ii. The Procedure for Appointment of a Vice-Chancellor:

It was agreed that:

- a. At least six months to the expiration of the tenure of an incumbent Vice-Chancellor, the Governing Council shall place an advertisement in a reputable international and national journals and widely read newspapers indicating the qualities of the Vice-Chancellor and conditions of service for the position.
- b. A short-list shall be drawn up consisting of suitable candidates for the position.
- c. A Search Team in the selection process. The ASUU Team proposed that a Search Team shall be empanelled to identify and nominate for consideration suitable persons who are not likely to apply on their own volition because they feel that it is not proper to do so. The Search Team shall consist of five (5) persons as follows:
 - One (1) representative of Council, who is not a member of Senate as Chairman.
 - Two (2) members of Senate, who are not members of the Council;
 - Two (2) members of Congregation, who are not members of Council.
- d. The Joint Council / Senate Selection Board shall be made up of:
 - Pro-Chancellor - Chairman
 - Two (2) members of Council who are not members of Senate
 - Two (2) members of Senate who are not members of Council.
- e. The Joint Council / Senate Selection Board shall recommend three (3) candidates to Council for further consideration.

- f. Council shall select and appoint one candidate from among the three recommended by the Joint Council / Senate Selection Board, and thereafter inform the Visitor.

The Government Team insisted that the Governing Council of each University should be responsible for the appointment of a Vice-Chancellor which is in line with the policy of Government on University Autonomy.

6.1.9 Tenure of a Vice-Chancellor

It was agreed that a Vice-Chancellor shall hold office for one term of five (5) years.

6.2.0 SOLE ADMINISTRATORS

It was agreed that:

- a. There shall be no Sole Administrator in any Nigerian Universities.
- b. An Acting Vice-Chancellor shall not stay in office for more than six (6) months.

6.2.1 Removal of Vice-Chancellor

- a. The power to remove the Vice-Chancellor shall be vested in Councils only.
- b. A Vice-Chancellor may be removed from office at the initiative of Council or Senate or Congregation.
- c. However, wherever the process originates from, Council shall act on the initiative following due process.
- d. "Due Process" here means that both Senate and Council shall set up a Committee made up of 3 members of Council and 2 members of Senate. The Committee shall conduct investigation into the allegation(s) made against Vice-Chancellor.
- e. The Committee shall report to Council the results of its investigation. Based on the report of the Committee, Council shall exonerate or remove the Vice-Chancellor, or apply any other disciplinary action.
- f. The Vice-Chancellor so removed has the right to appeal to the Visitor.

6.2.2 Appointment of a Deputy Vice-Chancellor

There was no agreement on this matter. The Federal Government Team insisted that the Vice-Chancellor shall propose four (4) candidates for the Deputy Vice-Chancellorship positions out of which Senate shall elect two.

ASUU Negotiating Team insisted that Senate shall elect the Deputy Vice-

Chancellor following nominations on the floor of Senate by members of Senate. The names of the elected candidates shall be forwarded to Council, which shall appoint the Deputy Vice-Chancellor after consultation with the Vice-Chancellor.

6.2.3 Tenure of a Deputy Vice-Chancellor

It was agreed that the Deputy Vice-Chancellor shall hold office for a term of two (2) years renewable for another term of two (2) years by election.

6.2.4 Head of Department

There was no agreement on this matter. ASUU Negotiating Team insisted that all Heads of Departments shall be elected by academic staff of each Department.

Federal Government Negotiating Team insisted that the Vice-Chancellor shall appoint the Head of Department after consultation which could include an election.

It was, however, agreed that a Head of Department shall normally be an academic not below the rank of a Senior Lecturer.

6.2.5 Deans / Provosts

It was agreed that all Deans of all Faculties, Provosts of all Schools shall be elected in all Universities by the respective academic bodies.

6.2.6 The Committee System

It was agreed that:

- i. Each University shall operate the Committee System.
- ii. As much as possible, Committees should be established in all spheres of university life, from the Departmental level to Council level.
- iii. Apart from the Ex-Officio all statutory Committees shall be constituted by elections, except in the case of ex-officio member.
- iv. Vice-Chancellors shall use statutory Committees widely to address the problems of the Universities.
- v. Statutory Committees shall meet regularly as stipulated in the University Regulations.
- vi. As much as possible, the establishment of ad-hoc Committees shall be avoided. Where unavoidable, ad-hoc Committees shall be established by Council, Senate and Departments, which shall ensure that the terms of reference do not overlap with those of statutory Committees. The ad-hoc Committees shall also have clear terms of reference.

6.2.7 Joint Admissions and Matriculation Board (JAMB)

It was agreed that:

- i. JAMB shall be restructured such that the Board will only conduct examinations and pass the score sheets to the Universities.
- ii. Each University shall have the power to admit students.
- iii. The minimum requirements for admission into Undergraduate Degree courses shall be five (5) credits in relevant subjects at not more than two sittings.
- iv. The Senate of each university shall determine additional requirements and procedures for admission.

6.2.8 Pre-Degree / Remedial / Outreach Programmes

It was agreed that:

- i. Outreach programmes shall be scrapped.
- ii. The continuation of Remedial / Pre-Degree Programmes shall be left to each Governing Council to decide according to the circumstances of each University.

6.2.9 Students

It was agreed that:

- i. Students shall be represented in University Student Welfare Boards, and other Committees that handle the affairs of students, and in decision-making organs that affect them.
- ii. Students shall be encouraged to take part in various aspects of curriculum development.
- iii. Students shall be made to be more self-assured as part of the Nation's development process.
- iv. Students shall participate in the process of assessing academic staff in respect of teaching.

6.3.0 The Senate

Composition of the Senate

It was agreed that the Senate of each University shall comprise:

- i. The Vice-Chancellor
- ii. The Deputy Vice-Chancellor(s)
- iii. All Professors
- iv. All Deans and Provosts
- v. All Heads of academic departments and units and Research Institutes

- other than departments
- vi. The University Librarian
 - vii. Faculty representatives, who shall be elected as specified in the law of each University OR
 - viii. Academic members of congregation, who are not Professors, as specified in the law of each University.

6.3.1 Powers of Senate

It was agreed that the University Senate shall have control in all academic matters, including the organization and control of teaching, the admission of students, the award of degrees, certificates and diplomas, promotion of research, and the exercise of other functions, in accordance with the statutes of each University.

6.3.2 Visitation

It was agreed that:

- i. The President shall remain the Visitor to each Federal University and the Governors of the States that own universities shall remain Visitors to their State Universities.
- ii. The Visitor shall send Visitations to the Universities at least every five years.
- iii. The Visitor shall make the Report of the Visitation Panel available to Council and make public the White Paper on the Report for implementation.

6.3.3 Pyramidal Structure of Academic Staff Establishment in Universities

There was no agreement on this. The ASUU Team insisted on the abolition of the pyramidal structure while the Government Team insisted on its retention.

6.3.4 National Universities Commission

It was agreed that:

- i. The NUC, as presently constituted, should be restructured.
- ii. The restructured NUC shall be a coordinating body for the activities of the universities.
- iii. The NUC should play no executive role in the university system and shall not have an elaborate administrative structure equivalent to what obtains in the universities.



- iv. The NUC should serve as an advisory body on university education in general and on the establishment of new universities in particular.
- v. The NUC should serve as a centre for the collection and dissemination of information for and about the universities.
- vi. The NUC should advise the Visitors on Visitation to the Universities.
- vii. The setting of minimum standards should be returned from NUC to University Senates.
- viii. The Accreditation of degrees and academic programmes should be withdrawn from NUC to professional Bodies empowered to regulate professional education and training or chartered learned societies, or to a Universities Accreditation Committee specially constituted by the universities themselves for the purpose of accreditation.
- ix. The Board of NUC should be reconstituted to include representatives of State Governments, the universities, professional bodies, private sector and labour.
- x. The NUC should coordinate budgetary processes. However, grants shall be disbursed en bloc to the universities at the beginning of each academic year.

6.3.5 It was agreed that aspects of the Agreement on autonomy requiring legislation shall be remitted to the National Assembly to be passed into law.

7.0 OTHER MATTERS

7.1 University Teaching Fund

It was agreed that a Teaching Fellowship Fund shall be made available by the Federal and the State Governments to each University to encourage postgraduate studies.

7.2 Provision for Teaching and Research Equipment

It was agreed that each university shall provide up-to-date equipment in each department to facilitate teaching and research. Provision shall be made to equip the office of every academic staff with a computer.

7.3 Private Practice by Staff

It was agreed that the regulations currently prohibiting private practice shall be rescinded to allow staff to engage in private practice, within guidelines to be prescribed by Governing Councils. This should however be closely monitored.

7.4 Financial Obligations Arising from the Agreed Salary Structure and Allowances

The Federal and State Governments shall meet all financial obligations and commitments arising from the agreement reached.

7.5 Effective Date of the Agreement

There was a disagreement on this item. While the ASUU Team felt that the effective date should be 1st January, 2001, the Government Team insisted that the effective date shall be the date on which the Agreement is signed.

7.6 Implementation of the Agreed Salary Scale (UASS)

The ASUU Team felt that the effective date for the implementation of the agreed salary scale should be the initial date of January 1, 2001 which was already a compromise from the August 28th, 2000 commencement date of negotiation. The Government Team however insisted that the effective date shall be May 1, 2001.

7.7 Periodic Review of the Agreement

- a. It was agreed that whenever there is a general increase in salary, the salaries of academic staff shall be correspondingly reviewed upwards.
- b. It was agreed that a comprehensive review of the Agreement, including allowances, shall be undertaken every three years.

7.8 Priority Areas of Implementation

It was agreed that the following be implemented immediately as priorities:

1. The Provision of Subvention to Implement the Agreement
2. Federal Government general assistance to States for higher education
3. The Building of Students' Hostels
4. The Provision of Housing Loan to staff

7.9 Outstanding Issues from May 25, 1999 and October 26, 1999 FGN-ASUU Agreements

- a. It was agreed that the Federal Government shall provide funds for making up for verified short falls in the funds released to Federal Universities for the implementation of the May 25, 1999 and October 26, 1999 Agreements.
- b. It was agreed that the State Governments shall provide adequate funds for the implementation of the May 25, 1999 and October 26, 1999 Agreements in the Universities owned by them.

7.9.1 Reinstatement of all Academic Staff Removed from their Jobs through Decree 17 of 1984

ASUU Negotiating Team insisted that all academic staff whose appointments were terminated or who were dismissed from their jobs on the basis of Decree 17 of 1984 should be first reinstated to their jobs. Their cases would be referred thereafter to the Governing Councils for consideration according to due process, which was lacking on their termination or dismissal.

The Federal Government's Negotiating Team felt that all such cases should first be reviewed by each Governing Council, following which the staff involved could be reinstated.

7.9.2 Problems of the Implementation of the 1992 FGN-ASUU Agreement and Compulsory Retirement Age (The 35-Year Rule)

Provision of Section 8(2) of Decree 11 Universities Miscellaneous Provisions stated that a law or rule requiring a person to retire from the public service after serving for thirty-five years shall not apply to an academic staff of a university. The FGN-ASUU Agreement of 1993 and Decree 11 (1993) changed the compulsory Retirement Age of academics to 65. It was observed that there are some academic staff who had been required, before 1993, to retire on account of the 35 years service rule before the age of 65, but who had since then been serving on contract appointment in the academic departments, and are not yet 65

years old.

It was agreed that these cases shall be referred to the Governing Council of each University with a view to reverting to an arrangement that will allow the staff involved to benefit from the abrogation of the 35-year requirement and the 65-year rule.

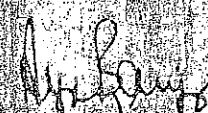
7.9.3 Machinery for the Implementation and Monitoring of the Agreement

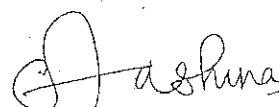
It was agreed that a machinery, with representation of Government and ASUU, shall be set up to monitor the implementation of this Agreement. The Implementation and Monitoring Committee shall consist of:

- 3 members representing the Committee of Pro-Chancellors (CPC), one of whom shall be the Chairman of CPC, and one of whom shall be the Pro-Chancellor of a State University. The Chairman of CPC shall be the Chairman of the Committee.
- 2 members representing the Association of Vice-Chancellors of Nigerian Universities (AVCNU), one of whom shall be the Vice-Chancellor of a State University
- 1 member representing the NUC, as Secretary
- 1 member representing the Federal Ministry of Education
- 5 members representing ASUU.
- Chairmen of the Senate and House Committees on Education or their Representatives.

IT WAS AGREED THAT NOBODY SHALL BE VICTIMISED IN ANY WAY WHATSOEVER FOR HIS/HER ROLE IN THE INDUSTRIAL ACTION LEADING TO THIS AGREEMENT.

Signed this 30th day of June, 2001.


Prof. Ayo Banjo
Pro-Chancellor,
University of Port Harcourt
on behalf of Federal Government


Dr. Dipo Fashina
National President ASUU
on behalf of Academic Staff
Union of Nigerian Universities