

**AGREEMENT BETWEEN  
THE UNITED STATES OF AMERICA AND THE FEDERAL REPUBLIC OF NIGERIA  
REGARDING THE TRANSFER, REPATRIATION, DISPOSITION, AND MANAGEMENT OF  
CERTAIN ASSETS FORFEITED TO THE UNITED STATES OF AMERICA IN *UNITED STATES  
V. M/Y GALACTICA STAR ET AL.*, CASE NO. 4:17-cv-02166 (S.D. TEX.) AND *UNITED  
STATES V. REAL PROPERTY LOCATED IN LOS ANGELES, CALIF. COMMONLY KNOWN  
AS 755 SARBONNE ROAD*, CASE NO. 4:20-cv-02524 (S.D. TEX.)**

The United States of America (the "United States") and the Federal Republic of Nigeria (collectively the "Parties"):

**WELCOMING** the Parties' excellent cooperation in the fight against corruption at domestic and international levels;

**TAKING INTO ACCOUNT** that the United States initiated and completed forfeiture proceedings against certain real and personal property in the matters of *United States v. M/Y Galactica Star et al.*, Case No. 4:17-cv-02166 (S.D. Tex.) and *United States v. Real Property Located in Los Angeles, Calif. Commonly Known as 755 Sarbonne Road*, Case No. 4:20-cv-02524 (S.D. Tex.), which resulted in the net forfeiture to the United States of all right, title and interest in approximately \$52,882,018.95 (the "Forfeited Assets");

**RECOGNIZING** that the Federal Republic of Nigeria provided crucial assistance to the United States leading to the forfeiture of the Forfeited Assets;

**CONSIDERING** that the Forfeited Assets were forfeited as a result of corruption, bribery, money laundering, and other illegal acts in violation of Nigerian and U.S. law involving former Nigerian Minister of Petroleum Resources Diezani Alison-Madueke, Nigerian businessman Kolawole Aluko, and their associates;

**COMMITTED** to applying the Forfeited Assets in a transparent and accountable manner for the benefit of those affected by the abuse of office that gave rise to the forfeiture, namely the people of Nigeria;

**DESIRING** to use the Forfeited Assets to provide clean, reliable, renewable electricity for the Nigerian people and to enhance efforts to combat terrorism and transnational crime; and

**IMPLEMENTING** the provision regarding disposition of forfeited assets set forth in Article XVII, paragraph 4 of the Treaty between the Government of the United States of America and the Federal Republic of Nigeria on Mutual Legal Assistance in Criminal Matters, signed at Washington on September 13, 1989;

**HAVE AGREED** as follows:



## 1. Scope

- (a) This Agreement governs the transfer, disposition, and management of the Forfeited Assets for the benefit of the people of Nigeria.
- (b) The United States, through the U.S. Department of Justice (“U.S. DOJ”), agrees to transfer to the Federal Republic of Nigeria approximately **FIFTY-TWO MILLION, EIGHT HUNDRED AND EIGHTY-TWO THOUSAND, EIGHTEEN DOLLARS AND NINETY FIVE CENTS** (\$52,882,018.95) in U.S. currency representing 100% (one hundred percent) of the net Forfeited Assets, pursuant to Title 18, United States Code, Section 981(i)(1), subject to the terms and provisions set forth herein.
- (c) The Federal Republic of Nigeria agrees and directs that the transfer of the Forfeited Assets shall be made (i) through distributions directly to a trust fund to be established at the International Bank for Reconstruction and Development and the International Development Association (collectively, the “World Bank”), as administrator of the trust fund, and (ii) through distributions directly to the International Institute for Justice and the Rule of Law (IJJ) as set forth herein.

## 2. Purposes and Projects

- (a) The Forfeited Assets shall be utilized exclusively for the purposes of the following two projects (collectively, the “Projects”):
  - (i) **Electrification Project.** The Parties agree that the sum of **\$50 MILLION** of the Forfeited Assets shall be used for an electrification project (the “Electrification Project”) to increase the reliability and availability of renewable energy in Nigeria by expanding the Distributed Access Through Renewable Energy Scale-Up (DARES) project, an existing electrification project funded, in part, by the International Development Association and implemented by the Nigerian Rural Electrification Agency (REA). To the extent practicable and as the Parties may decide, consideration should be given to increasing access and reliability to electricity services for public institutions as designed or applied under the Public Sector Component under the DARES project.
  - (ii) **Rule of Law and Counter-Terrorism Project.** Any additional Forfeited Assets not used for the Electrification Project, estimated to be **approximately \$2.88 MILLION**, shall be used for a Rule of Law and Counter-Terrorism Project to be implemented by the IJJ through a Counter-Terrorism Capacity Building for Criminal Justice Sector Practitioners program. The Federal Republic of Nigeria serves as the Co-Chair of the IJJ’s Governing Board of Administrators and is a founding member of the Global Counter-Terrorism Forum. The Rule of Law and Counter-Terrorism

Project shall support capacity-building for criminal justice sector practitioners and relevant stakeholders in the region, including through programmatic activities focused on countering the financing of terrorism, development and implementation of the Counter-Terrorism Academic Curriculum of the IJ, and institutional support for the IJ to enable implementation and maintenance of its programs, particularly in the North, West, and East Africa regions.

### **3. Transfer and Use of the Forfeited Assets**

- (a) Within 30 days from the entry into force of this Agreement and receipt of information sufficient for execution of the transactions, whichever is later, the United States, through U.S. DOJ, shall cause **\$50 MILLION** of the Forfeited Assets to be transferred to a U.S. DOJ Donor Balance Account at the World Bank for the purpose of funding the establishment of a single donor trust fund, the Single-Donor Trust Fund to Support the Nigeria Distributed Access through Renewable Energy Scale-up (DARES) Project with Funds Forfeited to the United States (the "DARES Trust Fund").
- (b) The United States, in consultation with Federal Republic of Nigeria, shall request that the World Bank establish and administer the DARES Trust Fund, to receive, manage, and disburse the \$50 Million in Forfeited Assets to finance the Electrification Project, upon such terms and conditions as may be specified in an arrangement between the United States and the World Bank, in consultation with the Federal Republic of Nigeria.
- (c) Within 30 days of execution of all documents necessary to establish the DARES Trust Fund, the Forfeited Assets in the U.S. DOJ Donor Balance Account and all interest accruing thereto shall be transferred to the DARES Trust Fund upon such terms as may be specified in an arrangement between the United States and the World Bank, in consultation with the Federal Republic of Nigeria.
- (d) Within 30 days of execution of all documents necessary to establish the Rule of Law and Counter-Terrorism Project, the United States, through U.S. DOJ, shall, on behalf of the Federal Republic of Nigeria, cause the transfer of the balance of the Forfeited Assets (approximately \$2.88 million) to the IJ to finance the implementation and administration of the Rule of Law and Counter-Terrorism Project, upon such terms as may be specified in an arrangement between the Federal Republic of Nigeria and the IJ, in consultation with the United States, as part of Federal Republic of Nigeria's contribution to the IJ.
- (e) The Parties acknowledge that all right, title, and legal interest to the Forfeited Assets has already been adjudicated and that no further judicial proceedings are



necessary to complete the forfeitures. The United States shall bear no costs or liabilities related to the Forfeited Assets transferred to the REA or the IJ pursuant to this Agreement.

#### **4. Ineligible Expenditures**

- (a) Forfeited Assets may not be used for purposes or in different amounts other than that specified for financing the implementation and administration of the Electrification Project, including the DARES Trust Fund, and the Rule of Law and Counter-Terrorism Project, as identified in this Agreement.
- (b) No Forfeited Assets may be disbursed, expended or used for the benefit of any of the alleged perpetrators of or participants in the offences or related conduct giving rise to the forfeiture, including but not limited to Diezani Alison-Madueke, Kolawole Aluko, Olajide Omokore, Christopher Aire, Benedict Peters, Donald Amangbo, or the family members, heirs, assigns, successors, privies, corporations, trusts, or legal entities of such alleged perpetrators or participants (collectively, the "Prohibited Beneficiaries").
- (c) The Parties shall request that the World Bank and the IJ ensure that anti-corruption clauses are included in all contracts, sub-contracts, and grant awards relating to the Projects that provide that, in the event of any breach, the relevant contract or sub-contract may be terminated early and any disbursed amount with respect to which fraud or corruption has occurred be refunded at the absolute discretion of the non-breaching party.
- (d) The Parties shall request that the World Bank and the IJ ask their employees, contractors and grant recipients who are involved in the implementation of the Projects, and the Federal Republic of Nigeria shall require the employees, contractors, and grant recipients of the REA who are involved in the implementation of the Projects, to complete an annual certification acknowledging the requirements of subparagraph 4(b) of this Agreement regarding Prohibited Beneficiaries.
- (e) The Federal Republic of Nigeria, through the REA, shall ensure that clauses are included in all contracts, subcontracts, and relevant grant award documents for the Electrification Project that preclude disbursements, expenditures, or use of Forfeited Assets for the benefit of Prohibited Beneficiaries as set forth in subparagraph 4(b), and provide that, in the event of any breach, the relevant contract, sub-contract, or grant award may be terminated early and any disbursed amount refunded at the absolute discretion of the non-breaching party. The Parties shall request that the World Bank also ensure that such clauses requiring compliance with subparagraph 4(b) are included in all

contracts, subcontracts, and relevant grant award documents for the Electrification Project.

- (f) The Parties shall ask that the World Bank take appropriate measures to assist with ensuring compliance with the provisions of this Agreement involving the Electrification Project regarding Ineligible Expenditures and any related certification requirements.

## **5. Auditing and Reporting**

- (a) The Parties shall ensure that the implementing and governing agreements for the Projects include appropriate auditing and oversight controls to ensure transparency and accountability at all stages in accordance with the International Financial Reporting Standards (IFRS), including International Accounting Standards and Interpretations issued by the International Financial Reporting Interpretations Committee applicable to companies reporting under the IFRS.

- (i) The Parties understand that for the Electrification Project the World Bank will be responsible for ensuring appropriate auditing and oversight through its administration and supervision of the U.S. DOJ Donor Balance Account, the DARES Trust Fund, any grants to the REA, and such other aspects of the project as may be appropriate.

- (ii) The Parties understand that the IJ will be responsible for ensuring appropriate auditing and oversight of the Rule of Law and Counter-Terrorism Project through IJ's administration and supervision of any Forfeited Assets transferred to its control for the project, including through engagement of an external auditor.

- (b) The Parties shall ensure that the implementing and governing arrangements for the Projects require preparation of periodic audit reports and periodic oversight and progress reports, and, that such arrangements comport, where possible, with the following principles:

- (i) Audit reports should be at least annual, and more frequent if appropriate. Oversight and progress reports should be prepared at least twice per year or more frequently, as circumstances require.

- (ii) The Parties shall seek to ensure that the World Bank ensure annual audit reports and periodic (at least semi-annual) oversight and progress reports regarding implementation of the Electrification Project are prepared and made publicly available and are made available to the Competent Authorities (as specified in paragraph 8 of this Agreement) within 15 days

of publishing any report. The Federal Republic of Nigeria shall also publish such reports on the website of the Federal Ministry of Justice and the Rural Electrification Agency.

- (iii) As part of the Rule of Law and Counter-Terrorism Project, the Parties shall include in any arrangement with the IJ a requirement that the IJ prepare and publish on its website periodic oversight and progress reports (at least semiannually) regarding the implementation of the project, as well as a Final Audit Report and Financial Statement and a Completion Report, and that the IJ forward such reports to the Competent Authorities within 15 days of publishing any report. The Federal Republic of Nigeria shall also publish such reports on the website of the Federal Ministry of Justice.
- (iv) Final audit reports and project oversight and progress reports should be provided within 6 months of the last expenditure of Forfeited Funds under the relevant Project.
- (v) Either Party may request records, statements, and audit reports relating to the Projects and the DARES Trust Fund, as well as records and reports concerning implementation of the Projects and any related disbursements, which, if available, should be provided expeditiously within a specified time period.

## **6. Reports Related to the Misuse of Funds**

- (a) The Parties agree that no offer, donation, payment, remuneration or advantage in any form whatsoever that may be considered as an illicit act or a form of corruption, has been or shall be granted to anyone, directly or indirectly, with the aim of obtaining a benefit in relation to the Projects, the Forfeited Assets, or this Agreement.
- (b) The Federal Republic of Nigeria agrees to promptly inform the United States of any credible allegation or indication of fraud or corruption in connection with the Forfeited Assets, release or disposition of such funds to persons and entities listed in subparagraph (4)(b), as well as any action taken to investigate, and if appropriate, remediate the problem.

## **7. Legal Fees and Costs**

- (a) The Parties shall bear their own legal fees and costs, if any, regarding the subject matter of this Agreement, including any investigation or legal action that led to the forfeiture of the Forfeited Assets, as well as the negotiation or implementation of this Agreement.

## 8. Competent Authorities

- (a) The Competent Authority for the Government of the Federal Republic of Nigeria shall be the Honourable Attorney General of the Federation and Minister of Justice or a person designated by the Honourable Attorney General of the Federation and Minister of Justice for such purpose.
- (b) The Competent Authority for the Government of the United States of America shall be the Money Laundering and Asset Recovery Section of the U.S. Department of Justice or a person or office designated by that Office for such purpose.

## 9. Communication

- (a) The Parties shall collaborate amicably through consultation to effectively implement this Agreement and resolve any differences arising out of its interpretation, operation, or implementation.
- (b) Notices between the Parties under this Agreement shall be in writing and shall be communicated to the following Competent Authorities who shall serve as points of contact for the Parties:

### For the Federal Republic of Nigeria:

Office: Honourable Attorney General of the Federation and Minister of Justice  
Address: Federal Ministry of Justice  
Abuja  
Nigeria  
Email: asset.international@justice.gov.ng  
Telephone: +234 805088 8806  
To be copied: Honourable Minister of Foreign Affairs  
Ministry of Foreign Affairs  
Tafawa Balewa House  
Abuja  
Nigeria  
info.regions@foreignaffairs.gov.ng

### For the United States of America:

Office: Chief, Money Laundering and Asset Recovery Section  
Address: U.S. Department of Justice  
1400 New York Avenue, NW, Tenth Floor  
Washington, D.C. 20005  
United States of America  
Telephone: +1 202-514-1263 (telephone)  
To be copied: Deputy Chief of Mission

U.S. Embassy  
Abuja  
Nigeria

(c) Either Party may change or update its points of contact upon written notification to the other Party.

**10. Final Clauses**

(a) This Agreement is intended solely for the purposes of mutual assistance between the Parties. It does not give rise to any right on the part of any private person and is not intended to benefit third parties.

(b) This Agreement shall enter into force upon signature by both Parties.

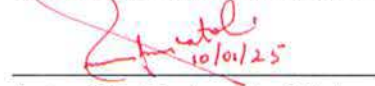
(c) This Agreement may be amended by written agreement of the Parties at any time.

**DONE at Abuja, in duplicate, this 10<sup>th</sup> day of January, 2025 in the English language.**

**FOR  
THE UNITED STATES OF AMERICA**

  
Richard M. Mills, Jr.  
Ambassador of the United States of America  
to the Federal Republic of Nigeria

**FOR  
THE FEDERAL REPUBLIC OF NIGERIA**

  
Lateef O. Fagbemi, SAN  
Attorney General of the Federation and  
Minister of Justice