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<i>S.I. No.</i>	<i>Short Title</i>	<i>Page</i>
41	Airline Services Export Processing Zone Company	B 361-433

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**AIRLINE SERVICES EXPORT PROCESSING ZONE COMPANY
(ASEPZOCO)**

**PROCEDURES AND OPERATIONAL GUIDELINES FOR
AIRLINE SERVICES EXPORT PROCESSING ZONE**



ARRANGEMENT OF CONTENTS

Contents :

- List of Abbreviations.
- Definition of Terms.
- 1. Introduction.
- 2. Export Processing Zone Registry.
- 3. Licensing Procedures and Regulations.
- 4. General Regulations.
- 5. Customs Procedures.
- 6. Taxation Procedures and Regulations.
- 7. Banking Procedures and Regulations.
- 8. Health, Safety and Environment.
- 9. Immigration Procedures and Regulations.
- 10. Investment and Application Procedures.
- 11. Planning and Construction Procedures and Regulations.
- 12. Human Resource Procedures.
- 13. On site Facilities.
- Appendix I—List of Other Relevant Laws and Regulations.*
- Appendix II—List of Sample Forms and Letters.*

LIST OF ABBREVIATIONS

ASEPZE	Airline Services Export Processing Zone Enterprise
ASEPZ	Airline Services Export Processing Zone
ASEPZOCO	Airline Services Export Processing Zone Company
ASL	ASL Airline Services and Logistics Plc
CBN	Central Bank of Nigeria
CERPAC	Combined Expatriate Residence Permit and Aliens Card
CITA	Companies Income Tax Act
CPC	Customs Processing Centre
CRI	Clean Report of Inspection
ECOWAS	Economic Community of West African States
EFCC	Economic and Financial Crimes Commission
EPZ	Export Processing Zone
FGN	Federal Government of Nigeria
FRSC	Federal Road Safety Commission
FOB	Free On Board
FTZ	Free Trade Zone
FZ	Free Zone
FZE	Free Zone Enterprise
HSE	Health, Safety and Environment
KYC	Know-Your-Customer
NAHCO	Nigerian Airport Handling Company
NEPZ	Nigeria Export Processing Zone
NEPZA	Nigeria Export Processing Zone Authority
NIS	Nigeria Immigration Service
NPA	Nigerian Ports Authority
PIA	Pre-shipment Inspection Agent
PPTA	Petroleum Profits Tax Act
RSA	Retirement Savings Account
SGD	Single Goods Declaration
STR	Subject to Regularization
TWP	Temporary Work Permit
VAT	Value Added Tax
WHT	Withholding Tax
Zone	Airline Services Export Processing Zone
ZMC	Zone Management Company

DEFINITION OF TERMS

In these guidelines, the following words are used in place of the corresponding full terms set forth herein below :

Act means the Nigeria Export Processing Zones Act, Cap N107, LFN 2004.

Application Form means application for registration as free Zone enterprise with the Zone and licensing.

Approved Activity means any of the activities specified in the third schedule to the Nigeria Export Processing Zones Act Cap N107, LFN 2004.

Approved Enterprise means enterprise registered and approved to carry on specified business within the Zone.

Authorized Banks means banks approved for operation within the Zone and licensed under BOFIA, 1991 and authorized to deal in foreign exchange in the NCT in Nigeria.

Authority means the Nigeria Export Processing Zones Authority established pursuant to the Nigeria Export Processing Zones Act Cap N107, LFN 2004.

ASEPZOCO means the Airline Services Export Processing Zone Company

Bank Pay-in-Slip means the custom duty receipt as set out in the regulations.

Commercial Quantity means goods purchased within the Zone, with value in excess of ₦500, 000 (Five Hundred Thousand Naira).

Country of Origin in the case of a foreign entity means a jurisdiction other than the State and in the case of a domestic entity means the State.

Customs Export Processing Zone Guarantee means a bond or guarantee issued by bank or other financial institution acceptable to the Zone Customs on behalf of a licensee on terms and in a form approved by the Authority.

NCT means the Federal Republic of Nigeria excluding any area designated for the Zone.

Employee means a person who works in any capacity under the instruction of an approved enterprise for wages or a salary.

Enactment means a law of the state whether issued by the Federal Government, State Government or Local Government, but excluding circulars and regulations of the Export Processing zone.

Expiry Date means the date specified in an approved enterprise licence as the date upon which the licence will expire.

Exporter in relation to goods for exportation includes the shipper of the goods and any person performing, in the case of an aircraft, functions corresponding to those of the shipper.

External Account means an account opened for non-residents by banks licensed under BOFIA, 1991, or other legislations to operate in the NCT of Nigeria. An external account is allowed solely for defraying statutory, operational, administrative and salary expenses of non-residents. It is funded only from the sale of foreign currencies for Naira, and cannot be funded with Naira from any other source without the CBN's approval.

Free Zones means Export Processing Zones, Border Free Zones, Free Trade Zone, Export Processing Factories and Export Processing Farms established pursuant to the Nigeria Export Processing Zones Cap N107, LFN 2004.

Free Zones Circular means notices or any periodic information from the Authority or Zone Management.

Free Zone Customs means a person being an officer of the Nigeria Customs Service within the Zone, a person acting on the instruction of any such officer or any person appointed by the Federal Government who for the time being is empowered to carry out all functions related to customs in the Zone.

Free Zone Immigration means a person being an officer of the Nigeria immigration Service within the Zone, a person acting on the instruction of any such officer or any person appointed by the Federal Government who for the time being is employed to carry out all functions related to immigration in the Zone.

Import Duty means customs duties chargeable on imports.

Importer means in relation to any goods at anytime between their importation and the time when they are cleared, any owner or other person for the time being possessed of, or beneficially interested in the goods.

Lease Agreement means the lease agreement to be entered into by the applicant or license holder as the case may be.

Sub-licence means the licence issued or to be issued by the Authority/ASEPZOCO to an approved Enterprise.

Sub-licensee means an approved enterprise with the holder of a valid and current licence.

Minister means the Federal Minister charged with the responsibility for commerce.

Non-Resident means any person who is resident outside the NCT of Nigeria (e.g. expatriate staff in the Zone) ; or any business enterprise or institution registered or incorporated from outside the NCT of Nigeria, e.g.

approved enterprises and licensed banks approved for operations within the Zone.

Order means an order issued by the Minister pursuant to Section 24 (2) of the Act.

POG means this Procedure and Operational Guidelines for Airline Services Export Processing Zone.

Regulations mean the rules and regulations issued by the Authority/ASEPZOCO pursuant to the Act.

Resident means a citizen of Nigeria or a person granted permission to reside permanently in Nigeria or a business enterprise or institution registered or incorporated and operating in the NCT of Nigeria.

Resident Account means any account opened for a resident or a temporary visitor to Nigeria by Banks licensed under BOFIA to operate in the NCT of Nigeria.

Salary means wages set and paid on a monthly basis.

State means a State in the Federal Republic of Nigeria.

US\$ means the currency of the United States of America.

Wages means remuneration or earnings capable of being expressed in terms of money and fixed by virtue of a contract by an employer to a worker for work done or to be done or services rendered or to be rendered.

Work Period means a period during which an employee places his energy or time at the disposal of the employer.

Zone Management means the management team of the Zone, as registered by NEPZA inclusive of the representatives of NEPZA. The decisions of Zone Management will only be valid if taken in the presence of all parties (ASEPZOCO and NEPZA).

Zone Management Company means Airline Services Export Processing Zone Company, and or its parent Company Airline Services and Logistics Plc and or any sister Company of Airline Export Processing Free Zone Company, or any agents and third parties appointed by Airline Export Processing Free Zone Company for the purpose of discharging its functions in the ASEPZ.

INTRODUCTION

1.—(1) Airline Services Export Processing Zone (ASEPZ or the Zone) has been accorded an Export Processing Zone (EPZ) status by the Federal Government of Nigeria (FGN), in accordance with the Nigeria Export Processing Zones Act, Cap N107 LFN 2004 (NEPZ Act). The EPZ status will allow ASEPZ operate *as an EPZ in Lagos, Abuja, Port Harcourt, international airports in the NCT and all other operational sites approved from time to time by the Authority* with the following additional benefits :

Background.

- Duty-free importation of raw materials and export of finished products. Consumer and capital goods can also be imported duty-free, traded within and exported from the Zone; and
- Up to 100 per cent of what is produced or traded within ASEPZ can either be exported or imported into the Nigerian Customs Territory (NCT) against a valid permit, and on payment of appropriate duties.
- Duty-Free importation into the zone and exportation to the NCT of locally sourced raw materials and finished products (made in Nigeria products) utilized for domestic operations.
- In addition, the ASEPZE will also benefit from the tax and regulatory incentives which cover a typical EPZ Enterprise (EPZE). These include:
 - Exemption from all taxes and levies for all approved enterprises and or activities within the zone, allowing for much lower trading and production costs, thereby boosting competitiveness; and
 - One-stop approval process for setting up business enterprise, thereby eliminating red-tape and bureaucratic procedures.

2. The ASEPZ is an initiative of Airline Services and Logistics Plc (ASL or the Company). ASL is Nigeria's largest provider of catering services *and logistics to the airline and other industries*. The Company operates within the precincts of the Murtala Mohammed International Airport, Lagos (MMIA) *and other approved locations in Nigeria by the Authority*. The Company is the largest catering and logistic service provider for airlines on international routes in Nigeria. ASL also has a significant number of clients operating within the nation's domestic air space.

The ASEPZ Project.

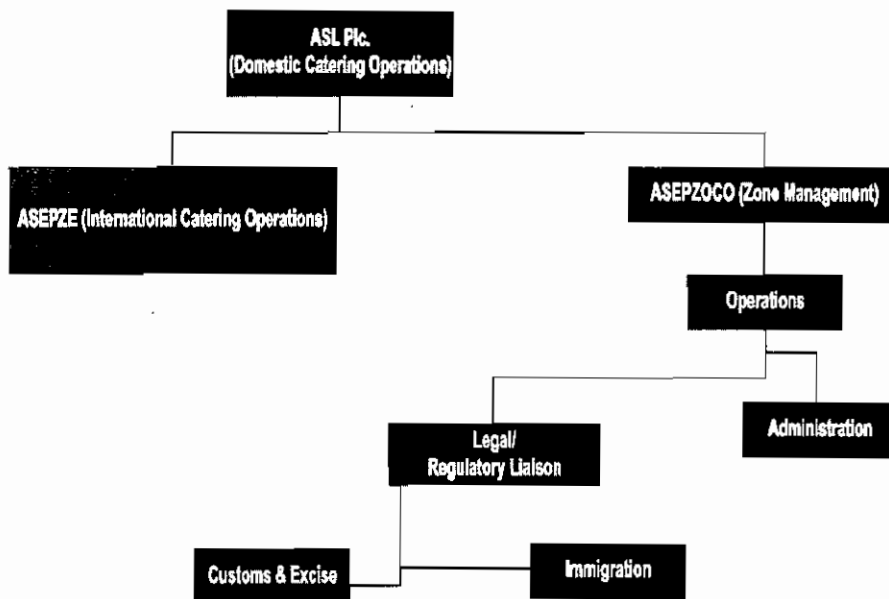
3. • The target market for the Zone includes :
- Local airlines ;
 - International airlines ;
 - Hotel conglomerates ;
 - Oil and gas industry;
 - Food processing for export and domestic use ;

Target Market.

- Schools ;
- Nigerian service companies with operations around the local and international airport ; and
- International visitors.

Relationship between ASEPZE and ASEPZOCO.

4. ASL, a company established in accordance with the provision of the Companies and Allied Matters, Act is the parent company and wholly owns Airline Services Export Processing Zone Enterprise (ASEPZE) and Airline Services Export Processing Zone Company (ASEPZOCO) (“Zone Management Company” (ZMC)). ASEPZOCO, as the operator of ASEPZ, in conjunction with other regulatory agencies, will permit the grant of appropriate licences for ASEPZE and other intending approved enterprises’ approved activities within the Zone.



any negotiable instruments (such as cheques, bills of exchange, promissory notes or bills of lading) in relation to its business and power for each ASEPZE to make, alter or dispose of any investments (whether or not within Nigeria) in relation to its business.

18. An ASEPZE may have a seal but it is not required to have one. An ASEPZE, which has a seal, will have its name engraved in legible characters on the seal.

Seal.

19.—(a) Any contract may be made by an ASEPZE by writing :

Contracts.

(i) Under its seal together with the signature of any director of the ASEPZE ; or

(ii) With the signature of any director and expressed in whatever form of words to be executed by the ASEPZE. Any contract may be made by an ASEPZE by writing on its behalf by any person acting under the authority of the ASEPZE whether such authority is express or implied.

(b) Any contract which purports to be made by or on behalf of an ASEPZE if made, accepted or endorsed in the name of, and by or on behalf of or on account of, the ASEPZE by a person acting under its authority is binding.

(c) A promissory note, cheque or other bill of exchange is deemed to have been made, accepted or endorsed on behalf of an ASEPZE if made, accepted or endorsed in the name of, and by or on behalf of or on account of, the ASEPZE by a person acting under its authority.

20.—(a) Every ASEPZE will keep accounting records sufficient to show and explain the transactions of such ASEPZE and be such as to disclose with reasonable accuracy, at any time, the financial position of the ASEPZE at that time and enable the directors to ensure that any balance sheet and profit and loss account of the ASEPZE prepared under these Regulations comply with the requirements of these Regulations ;

Accounts.

(b) Though the earnings of every ASEPZE will be reported in United States Dollars, the annual accounts of ASEPZEs may be prepared either in United States Dollars or Naira ;

(c) The accounting records will in particular contain a record of the assets and liabilities of the ASEPZE and entries from day to day of all sums of money received and expended by the ASEPZE and the matters in respect of which the receipt and expenditure takes place ;

(d) The accounting records of each ASEPZE will be kept at its registered office in ASEPZ and will at all time be open to inspection by the officers of the Zone Management and by its owners and representatives of the Owner ;

AIRLINE SERVICES EXPORT PROCESSING ZONE REGISTRY

2.—(1) In accordance with Section 9 (1) of the NEPZ Act, all entities intending to operate in the ASEPZ shall be registered as an approved enterprise ("ASEPZE") by the ZMC under the authority of the Nigeria Export Processing Zones Authority (NEPZA). The entity proposing to operate as an ASEPZE in ASEPZ shall make a formal application to ASEPZOCO in the prescribed form herein annexed as appendix 1. Upon an approval being granted to an entity by ASEPZOCO in collaboration with the representatives of NEPZA, ASEPZOCO shall cause all relevant details concerning such enterprise to be forwarded to the NEPZA for the issuance of a Certificate of Registration. Subject to the provisions of the NEPZ Act, NEPZA may grant the approval, subject to such terms and conditions as it thinks fit for the enterprise to undertake the approved activity specified in its application brought pursuant to Sub-section 1.

Registration.

2. Documentation required for the registration of an ASEPZE will include :

Documentation.

(a) Certificate of incorporation, to be verified with the Corporate Affairs Commission (CAC) or other regulatory agencies (for companies already in existence outside ASEPZ) ;

(b) Memorandum and Articles of Association of the proposed ASEPZE ;

(c) Management authorization to establish an ASEPZE (for companies registered in Nigeria) ; and

(d) Proof of identification (copy of international passport or driver's licence or National ID card) for senior management of the ASEPZEs (if promoted by a company) or promoters (in the case of sole proprietorship businesses).

3. ASEPZOCO will issue a Schedule of the Charges (see Appendix 1) applicable in the Zone and make copies available on request to the ASEPZEs. The ZMC may review such charges from time to time, upon the approval of NEPZA.

Fees.

A one-off flat registration fee payment is required to be made by all entities seeking to register as an ASEPZE within the Zone. The registration fee payable by an approved enterprise will be as determined by ASEPZECO and subject to NEPZA's approval in US Dollars.

4. An ASEPZE is exempt from providing, filing or submitting information to government agencies other than NEPZA. ASEPZ Registry shall be kept by the ZMC, which will provide pertinent information to other government agencies and therefore has the right to request and receive on timely basis such information, including audited accounts, as deemed appropriate by the ZMC.

Right of the Registry to request and receive information.

B370

Share
Capital.

5.—(a) The capital of each ASEPZE shall be denominated in either local currency (Naira) or the United States Dollar (US\$) ;

(b) The capital of each ASEPZE shall be divided into shares. Each share will be numbered. Each share will be represented by a share certificate in such form as the ZMC may prescribe from time to time ;

(c) The share capital of each ASEPZE may be paid in cash or by way of contribution in kind or by a combination of both. Any such authorization shall be subject to such conditions as ZMC may require ;

(d) The share capital of each ASEPZE may be altered by Owner's Declaration subject to the prior approval of the ZMC. Details of each alteration in the share capital of ASEPZE will be entered in the ASEPZ Register and shall take effect from the date of such registration ; and

(e) An ASEPZE, being a body corporate, and undertaking an approved activity shall notify the ZMC of any purchase, assignment or transfer of shares in the ASEPZ, except where its shares are quoted and are freely transferable in NCT or on any international stock exchange.

Name.

6. The name of an ASEPZE operating within ASEPZ must end with the acronym of ASEPZE. An ASEPZE will not be registered in the ASEPZ's Register if such a name is not approved by ASEPZOCO and NEPZA. An ASEPZE may change its name by Owners' Declaration subject to the proposed new name being approved by both ASEPZOCO and NEPZA. The new name of the approved enterprise will be entered in the ASEPZ Register and a Certificate of Change of name issued by ASEPZ Registry after NEPZA's approval. Each Certificate of Change of Name will specify, among other things, the date of registration of the new name in the ASEPZ Register, being the date in which such new name will take effect.

Registered
Address.

7. Each ASEPZE will at all times have an address, either in the ASEPZ or in the state or in any other state to which all communications and notices may be addressed. Details of such address, which will be its registered address, and of any change of address, will be notified within fourteen (14) days to ASEPZ Registry and details thereof promptly entered in the Zone Management's Register.

Sign-Name
Plate.

8. Every ASEPZE will affix and keep affixed its name on the outside of every office or place in which its business is carried on, in a conspicuous position and in letters easily legible in accordance with the requirements of the Zone Management.

Business
Letters.

9. Every ASEPZE will have its name and registered address mentioned in legible characters in all business letters, notices and other official publications, on all promissory notes, cheques and other bills of exchange and orders for money, goods or services purporting to be signed by or on behalf of the ASEPZE and on all its parcels, invoices, receipts, letters of credit and guarantees.

10.—(a) No share in an ASEPZE may be issued unless the capital thereof is fully paid. Shares.

(b) An ASEPZE may have two or more shareholders.

(c) No ASEPZE may acquire its own shares. However, any approved enterprise may own all of the shares in another approved enterprise or shares in any company or other enterprises subject to compliance with all applicable laws.

(d) Every ASEPZE will complete and issue a share certificate to the owner in respect of all shares held by it of such ASEPZE forthwith upon the share capital in respect of such shares being duly contributed in accordance with these Regulations.

(e) The Secretary will enter into the ASEPZE's share register details concerning the number, amount and owner of all shares issued by it. No shares will be issued in bearer form.

11. After any transfer of any share in any ASEPZE, a duly executed instrument of transfer must be registered in the ASEPZ Registry. Any share transfer will be deemed effective as from the date of registration thereof in the ASEPZE Register. Share Transfer.

12. After all requirements of the law as stated in the guideline have been complied with, and all required documents have been submitted to the Zone Management, there must be made a statutory declaration in the prescribed form by a legal practitioner that the requirements for registration have been complied with. The zone management reserves the right to accept or refuse the declaration within thirty (30) days of receipt of the declaration. NEPZA through the ZMC will inform the applicant of the refusal and the ground for refusal. Statutory Declaration of Compliance.

13.—(a) Every ASEPZE shall keep at its ASEPZ address, a register of directors and secretary and the register will contain details as to the identity and address of the directors and secretary of the ASEPZE, and of any changes thereto. Any such changes shall be notified to the ASEPZ Registry within 14 days thereof and details promptly entered in the ASEPZOCO Register in the prescribed form. Directors and Secretary.

(b) Any Director and Secretary may be appointed and removed by an ASEPZE subject to the ASEPZE's article of association.

14. Directors will neither be employees nor servants of the ASEPZE, but will be managers of the ASEPZE. In respect of the vicarious liability for negligence, directors of an ASEPZE will be recognised as officers of the ASEPZE. Status of Directors.

Directors' Meetings.

15.—(a) The business of an ASEPZE will be managed by the directors who may exercise all the powers of the ASEPZE. The directors may regulate their proceedings as they think fit. Any director may call a meeting of directors and any question arising at a meeting of the directors will be decided by majority of votes, each director having one vote. The directors may elect a chairperson and may vest in him a casting vote. Any director may appoint any other director as his alternate who will be entitled to vote in accordance with the appointing director's instructions (if any) separately from his own vote.

(b) A resolution signed by a majority of all the directors will be as valid and effectual as if passed at a valid meeting of the directors and may consist of several documents in like form each signed by one or more directors.

(c) A director will not be entitled to vote nor be counted as part of the quorum in relation to any resolution which concerns a matter in which he has direct or indirect interest or duty which is material and which conflicts or may conflict with the interests of the ASEPZE, unless his interest has been disclosed in writing to the other directors in sufficient detail to provide an accurate statement thereof and the other directors (or a majority of them) resolve that such director should be entitled to vote and/or be counted as part of the quorum.

(d) The secretary will cause minutes to be kept in books maintained for the purpose of each meeting of the directors and of all appointments of directors and secretary.

Secretaries.

16.—(a) Every ASEPZE is required to have a secretary. He/She is to be appointed by the directors and will have the requisite knowledge and experience to discharge such functions that may be assigned to him/her from time to time.

(b) The duties of a secretary will include amongst others, the rendition of proper returns to the Zone Management Company and such administrative and secretarial duties that may be assigned to him/her by the officers of the ASEPZE.

Object of ASEPZEs.

17. The objects of each ASEPZE will be to carry on all such business activities within the physical area of the ASEPZ as Zone Management may permit under the terms of the sub-license issued in respect of the ASEPZE (as the same may be amended from time to time by Zone Management) and elsewhere in accordance with all applicable laws and regulations, and all business activities and other matters ancillary, conducive or related thereto. Such matters will include power for each ASEPZE to borrow, grant security, guarantee any obligation of any person or indemnify any person to enter into all types of banking and financial transactions, to issue, make endorse or draw

any negotiable instruments (such as cheques, bills of exchange, promissory notes or bills of lading) in relation to its business and power for each ASEPZE to make, alter or dispose of any investments (whether or not within Nigeria) in relation to its business.

18. An ASEPZE may have a seal but it is not required to have one. An ASEPZE, which has a seal, will have its name engraved in legible characters on the seal. Seal.

19.—(a) Any contract may be made by an ASEPZE by writing : Contracts.

(i) Under its seal together with the signature of any director of the ASEPZE ; or

(ii) With the signature of any director and expressed in whatever form of words to be executed by the ASEPZE. Any contract may be made by an ASEPZE by writing on its behalf by any person acting under the authority of the ASEPZE whether such authority is express or implied.

(b) Any contract which purports to be made by or on behalf of an ASEPZE if made, accepted or endorsed in the name of, and by or on behalf of or on account of, the ASEPZE by a person acting under its authority is binding.

(c) A promissory note, cheque or other bill of exchange is deemed to have been made, accepted or endorsed on behalf of an ASEPZE if made, accepted or endorsed in the name of, and by or on behalf of or on account of, the ASEPZE by a person acting under its authority.

20.—(a) Every ASEPZE will keep accounting records sufficient to show and explain the transactions of such ASEPZE and be such as to disclose with reasonable accuracy, at any time, the financial position of the ASEPZE at that time and enable the directors to ensure that any balance sheet and profit and loss account of the ASEPZE prepared under these Regulations comply with the requirements of these Regulations ; Accounts.

(b) Though the earnings of every ASEPZE will be reported in United States Dollars, the annual accounts of ASEPZEs may be prepared either in United States Dollars or Naira ;

(c) The accounting records will in particular contain a record of the assets and liabilities of the ASEPZE and entries from day to day of all sums of money received and expended by the ASEPZE and the matters in respect of which the receipt and expenditure takes place ;

(d) The accounting records of each ASEPZE will be kept at its registered office in ASEPZ and will at all time be open to inspection by the officers of the Zone Management and by its owners and representatives of the Owner ;

(e) The first "financial year" of each ASEPZE will commence on the date of its registration as disclosed in its Certificate of Registration. The Owner may determine the length of the financial year of the ASEPZE by Declaration (a copy of which will be delivered to Zone management within seven days of being made and details thereof promptly entered in the ASEPZOCO Register) provided that no first financial year may exceed 18 months or be for less than 6 months. Subject to the provisions of paragraph 20(f) below, successive financial years will be of 12 months duration beginning immediately after the end of the previous financial year ;

(f) The Owner of an ASEPZE may alter the financial year of the ASEPZE by Declaration (a copy of which will be delivered to Zone Management and details thereof promptly entered in the ASEPZOCO Register) save that in no case may the financial year of an ASEPZE exceed 12 months or be shorter than 6 months ;

(g) The directors of every ASEPZE will prepare for each financial year of the ASEPZE a balance sheet as at the last day of its financial year and a profit and loss account ;

(h) The balance sheet will give a true and fair view of the state of affairs of the ASEPZE as at the end of the financial year and the profit and loss account will give a true and fair view of the profit and loss of the ASEPZE for the financial year ;

(i) The Zone Management reserves the right to require that the balance sheet and profit and loss account of each ASEPZE comply with provisions set down by it from time to time ;

(j) Where an ASEPZE owns another ASEPZE or owns more than half of the shares in or otherwise controls any other ASEPZE the first mentioned ASEPZE will also be required to prepare group accounts on a consolidated basis. Where an ASEPZE neither owns less than half the shares in a company or other enterprises (not being an ASEPZE) nor controls such company or enterprise but nevertheless is in a position to exercise significant influence over such company or other ASEPZE, then such company or other ASEPZE will be treated as an associated company for accounting purposes ;

(k) The annual accounts of each ASEPZE must be approved by its directors and signed by or on behalf of the directors. At least one director will sign the balance sheet and profit and loss account of the ASEPZE ;

(l) A copy of the annual accounts of each ASEPZE will be delivered to the Zone Management within three (3) months of the end of the financial year of the ASEPZE or such longer period as the Zone Management may determine ;

(m) Each ASEPZE will be required to appoint auditors from among those approved by the Zone Management to make a report to Zone Management on all annual accounts of the ASEPZE and state whether, in the auditors' opinion, such annual accounts have been properly prepared in accordance with these Regulations and whether a true and fair view is given :

(i) in the case of the balance sheet of the ASEPZE, of the state of affairs of the ASEPZE at the end of its financial year ;

(ii) in the case of the profit and loss account of the ASEPZE, of the profit and loss of the ASEPZE for the financial year ; and

(iii) in the case of annual accounts of the ASEPZE prepared on a consolidated basis, of the state of affairs as at the end of the financial year and the profit or loss for the financial year of the undertakings included in the consolidation.

(n) The ASEPZE will deliver a copy of the auditors' report (duly signed by the auditors) to the ASEPZOCO Registry, together with the annual accounts pursuant to paragraph 17 (i) above ; and

(o) Where the total net assets of an ASEPZE falls below 75% of its share capital, the directors will, not later than fifteen (15) days from the earliest day on which that fact is known to a director, duly notify the ASEPZOCO Registry which will, within seven (7) days of such notification to it, take such steps as may be appropriate to remedy the situation so as to ensure that the net assets of such an ASEPZE are restored to at least 75% of its share capital as soon as is reasonably practicable.

21. Quarterly returns are expected to be provided by every ASEPZE on the following : Returns.

(a) Sales Volumes ; and

(b) Flow of Goods.

22. An ASEPZE will not make a distribution, whether in cash or otherwise, to its Owner except out of its profits available for that purpose or where the share capital of the ASEPZE is reduced in accordance with the provisions of these Regulations or where the ASEPZE is deregistered and its assets distributed to its Owner. The profits of an ASEPZE available for distribution are its accumulated realised profits less its accumulated realised losses and after full provision must have been made for all its doubtful debt. No distribution will be made other than pursuant to an Owner's Declaration, a copy which will be delivered to the ASEPZOCO Registry within seven (7) days of being made and details of which will be promptly be entered in the ASEPZE Register. Distributions.

B376

Ownership.

23. —(a) Every ASEPZE will keep a register in which details will be entered as regards the Owner of the ASEPZE and as regards the ultimate ownership of the ASEPZE and details thereof (and of any changes therein) will be notified to the ASEPZOCO Registry within seven (7) days after it is made and promptly entered in the ASEPZE Register.

(b) A Chief Executive Officer (CEO) for the Zone Management Company will not be appointed without prior approval of NEPZA.

(c) The appointed CEO must present to NEPZA the following documents :

(i) A passport photograph ;

(ii) Letter of appointment, stating the terms and conditions of appointment ;

(iii) Specimen signature ; and

(iv) Any other documents as may be required by NEPZA from time to time.

Owner's Declaration.

24. A copy of every Owner's Declaration will be provided to the ASEPZOCO Registry within fourteen (14) days after it is made and details thereof will promptly be entered in the ASEPZE Register.

Security Interests.

25.—(a) The Owner may pledge or otherwise charge all (but not only some) of its shares in its ASEPZE to any creditor in security for any debt or other obligation incurred or to be incurred by or binding upon the ASEPZE will be void if details thereof in the prescribed form are not delivered to the ASEPZOCO Registry within seven days of the date of such pledge or other charge. Details of any such pledge or other charge will be entered promptly in the ASEPZE Register ;

(b) Every Owner of an ASEPZE is required to keep at its registered office a register of charges and to enter in it details of any pledge or other charge of the Owner's shares in the ASEPZE ;

(c) An ASEPZE may grant any security interest permitted under the laws of Nigeria from time to time to any creditor in security for any debt or other obligation incurred or to be incurred by or binding upon the ASEPZE or any other person. Any such security interest will be void if details in the prescribed form are not delivered to the ASEPZOCO Registry within seven days of the date of such security interest. Details of any such security interest will be entered promptly in the ASEPZE Register ; and

(d) Upon any pledge, charge or other security interest as specified in paragraphs 27 (a) and 27 (c) above being discharged or upon any alteration in the name of the creditor or creditors in whose favour such pledge, charge or other security interest operates, details thereof will be notified to the Zone Management within seven days and entered promptly in the ASEPZE Register.

26.—(a) Zone Management may appoint one or more competent persons as Inspectors to investigate the affairs of any ASEPZE and report in such form and within such time as it may direct. The appointment may be made on the application of the Owner, or of the ASEPZE or by any creditor of the Owner or the ASEPZE or by the Authority acting unilaterally or by any other person provided the Zone Management is satisfied that good reason has been shown or circumstances arisen for requiring the investigation.

Power to Investigate.

(b) An authorized Officer of the Zone Management may in the discharge of his official duties at any time enter and inspect any enterprise in the Zone.

(c) Any inspector appointed by the Zone Management pursuant to paragraph 26 (b) above will have such powers of investigation as Zone Management may vest in him and will produce his authorization on request.

(d) If Zone Management and/or ASEPZ Registrar has reasonable cause to believe that any ASEPZE is not carrying on business or is not in operation, it may deregister the ASEPZE after enquiry in writing of the ASEPZE to ascertain if it is carrying on business or in operation and such ASEPZE either failing to respond to such enquiry within seven days thereof or failing to demonstrate to the satisfaction of the Zone Management that it is carrying on business or in operation.

(e) When an ASEPZE is deregistered all property and rights vested in it and not owned by Zone Management or any other person are deemed held by its Owner, save where such deregistration is as a consequence of any breach of these regulations of ASEPZ Circular or the terms of the License relating to the ASEPZE when, and in any such case, all such property and rights will be and become forfeited to and vested in Zone Management without compensation of any kind.

(f) This Clause 26 does not prevent the deregistered ASEPZE from appealing to the Authority against its deregistration.

27.—(a) An ASEPZE will be deregistered from the ASEPZOCO Register by NEPZA upon the recommendation of the ZMC.

Deregistration.

(b) An ASEPZE will be deregistered upon the revocation of its licence (*see* Section 3 subsection 10 for grounds of revocation of licence) and any other circumstances as may be determined from time to time by the ZMC upon the approval of NEPZA.

(c) Upon deregistration of an ASEPZE all trading and other business operations of such ASEPZE must cease and the Owner must ensure that the ASEPZE's affairs are wound up under the supervision of an Accountant licensed to conduct business as such in Nigeria as liquidator/receiver so as to :

(i) ensure that such winding up is conducted in a timely and organised way, taking account of all assets of the ASEPZE and the claims of all creditors and employees thereof and ensuring the payment, or provision for payment of, or to discharge, all claims, debts, liabilities and obligations of the ASEPZE subject to the limitation of liability of the Owner specified in paragraph 6 above ;

(ii) distribute any surplus assets of the ASEPZE to the Owner ;

(iii) cause to be prepared by the liquidator a statement of account in respect of his actions and transactions ; and

(iv) ensure that a copy of such report is delivered to the ASEPZE's Registrar within seven days of such report being made. Details of such report will be promptly entered in the ASEPZOCO Register.

Register of
Export
Processing
Zone
Vehicles.

28.—(a) The ASEPZOCO Registry will compile and maintain a register of the ZMC's licensed vehicles.

(b) Zone Management will apply to and receive from NEPZA appropriate number plates for registered ASEPZ vehicles.

LICENSING PROCEDURES AND REGULATIONS

Application
for Licence.

3.—(1) Upon successful registration, every ASEPZE will make an application for operational licence in line with the approved activities within ASEPZ, which include trading, services, warehousing, packaging and others. Application for an operational licence will be made to Zone Management by completing the prescribed form (*see* appendix II for sample licensing application form). Licence application forms must be accompanied with all the required documents as stated on the form.

AIRLINE SERVICES EXPORT PROCESSING ZONE ENTERPRISE SUB-LICENCE

Types of
Licence.

2. Sub-Licence granted by the Zone Management which allows an enterprise to undertake an approved activity within the Zone. These activities include :

- (a) Trading ;
- (b) Services (e.g. hospitality services) ;
- (c) Warehousing ;
- (d) Oil Services ;
- (e) Catering ;
- (f) Assembly ;
- (g) Manufacturing ;
- (h) Processing ;

- (i) Packaging ;
- (j) Distribution ; and
- (k) Any other activity as may be approved by the Zone Management.

3. In determining eligibility for a licence, Zone Management may consider the following :

Eligibility for
a Licence.

- (a) the activities in which the applicant proposes to engage will be in line with the approved activities within ASEPZ ;
- (b) the proposed activities to be carried out will add value to and be consistent with, the development programme for the Zone ;
- (c) the applicant will comply with the provisions of the Act and applicable Rules and Regulations that may be put in place by ASEPZOCO from time to time ;
- (d) the technical, financial and managerial capabilities of the applicant ;
- (e) the applicant's experience and track record ; and
- (f) the level of foreign direct investment proposed by the applicant.

4.—(a) An annual sub-licensing fee will be paid by all ASEPZEs. This fee will be paid upon initial sub-licensing and annual renewal of sub-licences as follows :

Fees.

- (i) *Trading*—as determined by the Zone Management in US dollars; and
- (ii) *Services*—as determined and approved by the Zone Management in US Dollars.

(b) Annual sub-licensing fee will be subject to periodic review by the Zone Management upon the issuance of a three month notice to all ASEPZEs.

5.—(a) A sub-licence will only be issued to an applicant who has satisfied the requirements of the Zone Management in all respects.

Issue of a
Sub-Licence.

(b) A sub-licence will be considered personal to the sub- licensee who will not transfer, assign, or purport to transfer or assign the sub-licence in whole or in part without the prior written consent of the Zone Management.

6. A sub- licensee will at all times :

Continuing
Obligations.

(a) Comply in all respects with terms and conditions of sub-licence and lease agreement ;

(b) Comply with NEPZ Act and other regulations and circulars issued by the Zone Management ;

(c) Comply in all respects with the Laws of the State to the extent that the same are applicable in the Zone ; and

(d) Submit to the Zone Management such statistical data, information and returns such as the returns on sales volume, flow of goods, audited accounts and other operations of the sub-licensee, on a quarterly basis or at such intervals that may be prescribed from time to time by the Zone Management.

Renewal of Sub-Licence.

7. A sub-licence will be valid for one year and renewable annually on :

(a) Payment of sub-licence renewal fee ;

(b) Submission of documents, returns or information which the Zone Management may require ; and

(c) Payment of all outstanding amounts (if any) to the Zone Management.

Operations outside the Export Processing Zone.

8. Sub-licences issued by the Zone Management will only be valid within the Zone. Sub-licensees wishing to carry on business outside the Zone must comply with the applicable laws in force for the time being outside the Zone. EPZ Status may be extended to property and assets used by an ASEPZE outside the Zone in connection with the conduct of any approved activity within the Zone, upon a formal application to the ZMC, subject to the approval of NEPZA.

Premises.

9. A sub-licensee will enter into a separate lease agreement with ASEPZOCO in respect of each parcel of land which the sub-licensee proposes to occupy within the Zone.

Revocation of Licence.

10.—(a) ASEPZOCO may revoke a licence if a sub-licensee is in breach of any of its obligations under any sub-lease agreement to which the sub-licensee is a party or is in breach of any conditions attached to any sub-licence held by the sub-licensee.

(b) A sub-licence will not be transferred, assigned, or purported to be transferred or assigned in whole or in part without prior written consent of ASEPZOCO and acceptance of such assignment by NEPZA.

(c) The sub-licence of a user may be revoked if the existence of any of the following circumstances are confirmed by an investigation and assessment conducted under Section 3 (20) of NEPZ Act :

(i) When it is confirmed through a written report that there has been an act contrary to the provisions of laws and regulations or of circulars, written instructions and directives of the ZMC and that the action is to the detriment of order in the Zone.

(ii) When it is established that tax evasion has taken place with revenues and earnings accruing from activities conducted outside the Zone being declared as income earned in the Zone and/or through the presentation of counterfeit or misleading documents for this purpose.

(iii) When it is confirmed by investigations and deliberations, that the conditions and qualifications declared in the application form or operational

licence are not fulfilled or have later been lost or have proven false, or when it is established that changes in the information declared in the application form for operational sub-licence have not been reported.

(iv) Except where the existence of a state of force majeure is verified by the relevant authority, when it is established through a written report that construction work has not started within sixty (60) days of the date of approval of construction projects by the ZMC or in the case of leased premises that the operation has not been launched within six (6) months.

(v) When the ZMC has twice been denied information or has not received a response within the specified period, or has been supplied with misleading or false information regarding activities in the Zone, which it has requested in writing.

(vi) When it is established through a written report of the ZMC that the user or his responsible and authorised representative or employees have caused damage to facilities, machinery and equipment in the Zone or to third parties and that this has been repeated despite the issue of a written warning.

(vii) In the event of any other circumstances that may be determined from time to time by the ZMC, upon the approval of NEPZA.

(d) The licensing fee is forfeited to ZMC and will not be reimbursed in cases of revocation of sub-licences.

(e) Any enterprise attempting to continue its activities in ASEPZ despite the fact that its sub operational licence has expired or has been annulled for the above reasons, will be expelled from the Zone by the Police or other appropriate regulatory authority upon the request of the ZMC. The possessions of such enterprise in the Zone will be subject to liquidation in accordance with applicable regulations (i.e. Companies and Allied Matters Act 2004).

GENERAL REGULATIONS

4.—(1) ASEPZEs within ASEPZ will be entitled to the following incentives and concessions :

Incentives
and
Concessions.

(a) Legislative provisions pertaining to taxes, levies, duties and foreign exchange regulations will not apply within the Zone.

(b) Repatriation of foreign capital investment in the Zone at any time with capital appreciation of the investment.

(c) Remittance of profits and dividends earned by foreign investors in the Zone.

(d) No import or export licenses will be required.

(e) Up to 50 percent of their products may be exported into the NCT against a valid permit, and on payment of appropriate duties. Provided that all goods exported into the NCT for the purpose of transit and re-export shall not be subject to the said duties.

(f) Rent free land at construction stage, thereafter rent will be as determined by the ZMC.

(g) Up to 100 percent foreign ownership of business in the Zone is allowable.

(h) Foreign Managers and qualified personnel may be employed by enterprises operating in the Zone.

(i) The import duty on goods manufactured, processed or assembled in the free zone in commercial quantity and exported into the NCT, will be the rate applicable to the raw materials in the state in which they are originally introduced into the free zone ; and

(j) Locally sourced raw materials and finished products (made in Nigeria products) imported into the Zone from the NCT on which value has been added without changing the essential character of the product after processing in the Zone and intended for exportation to the NCT for domestic operations shall be duty-free.

(k) Single transactions involving purchase of goods up to a maximum of ₦200,000 (Two Hundred Thousand Naira) or its equivalent within ASEPZ, in respect of which valid receipts from approved enterprises operating within the Zone have been issued, shall be entitled to import such goods into the NCT, duty free and all customs and other licensing requirements that apply to goods imported into NCT from other countries will not apply to such goods.

Banking
Institutions.

2. The ZMC may approve any banking institution duly licensed under Banks and Other Allied Financial Institutions Act of 1991 or other relevant legislation and licensed foreign banks to establish a branch in the Zone for the purpose of providing banking services. Any banking institution so permitted will abide by the laws governing offshore banking in the Zone.

Retail
Activity.

3.—(a) No person will enter, remain in or reside in the Zone without the prior permission of the Zone Management.

(b) No retail trade will be conducted within the Zone without the prior approval of the ZMC and which may be subject to such terms and conditions as it may impose.

(c) Access to the Zone is restricted and will be subject to the presentation of a pass and such conditions as the ZMC may stipulate from time to time in writing.

4.—(a) The ZMC is empowered to take over goods abandoned in the Zone and dispose of them in a manner that it may deem fit. Goods or property are declared abandoned where the owner or person in possession has discarded them and fails to deal with the said goods as their lawful owner after he or she has been advised twice in writing with at least 30 days interval after each correspondence.

Abandoned
Goods.

(b) The sub-licencee shall bear the cost of removing the abandoned goods.

5. Goods brought into the Zone by a sub-licencee may unless otherwise directed by the ZMC :

Authorised
Activities.

(a) be stored, sold, exhibited, broken up, packed, cleaned, marked, remarked, loaded, unloaded, reloaded, divided, mixed separated or otherwise manipulated ;

(b) be worked, processed, or reprocessed or otherwise manipulated or manufactured ;

(c) be consumed if the goods are meant for consumption in the Zone ; or

(d) be removed from the Zone or sent into the NCT, whether as originally packed or otherwise subject to the payment of appropriate duties and to the provisions of Customs, Excise Tariff, etc (Consolidation) Act.

6. An ASEPZE will prepare and submit to the Zone Management on a quarterly basis at the end of a quarter in the prescribed format, a report on its operations including but not limited to production, sales volume and flow of goods and raw materials during the period.

Quarterly
Reports.

7.—(a) An ASEPZE will prepare and keep proper and accurate books of accounts and records in conformity with accepted international accounting principles and standards. Furthermore, supplementary ledgers will also be kept to provide daily entries of detailed postings on the receipts and issuances of raw-materials, finished products, waste and scraps and will permit the inspection of such books by the ZMC as may be required.

Books of
Accounts
and Records.

(b) An ASEPZE will have its accounts duly audited as provided for by applicable laws and regulations and submit it to ZMC not later than thirty (30) days after its adoption.

8.—(a) Registration of vehicles in the Zone will be in accordance to the Rules and Regulations set down by Zone Management.

Vehicles.

(b) A driver of a vehicle in the Zone must be in possession of a valid driving licence issued by the FRSC or an international driving licence issued by an appropriate authority which must be appropriate for the class of vehicle being driven.

(c) ASEPZE vehicles may be taken into the NCT in relation to the approved activity of the relevant ASEPZE without restriction and all customs and other licensing requirements that apply to vehicles imported into NCT from other countries will not apply to such vehicles.

ASEPZ
Customs,
Police and
Immigration.

9.—(a) Dedicated ASEPZ Customs, Police and Immigration Command are required to be established to deal with aspects of movement of goods and persons into and out of the Zone. It is the primary responsibility of the Zone Management to co-ordinate the allocation of appropriate manpower with the relevant statutory bodies within the Zone. It will also be the primary responsibility of the Zone Management to provide and maintain appropriate working facilities within the ASPZE for relevant statutory bodies.

(b) The relevant statutory bodies shall ensure the deployment of a reasonable number of personnel to the ASEPZ. The ASEPZE shall not be responsible for the remuneration of deployed personnel of any statutory body.

(c) The statutory body occupying the provided facilities are required to repair any damage to such facility at its sole cost, where such damage is occasioned by the act of officers and agents of such statutory body.

Customs
Procedures.

10. Without prejudice to the Act, the following customs procedures will apply :

(a) Goods in commercial quantity released into the NCT will be classified as imports and will be subject to all applicable tax duties and levies as applicable to Export Processing Zone products, except for specific conditions covered under Section 4 (10) of this POG and other Nigerian legislation.

(b) Equipment and consumables to be used in the construction of facilities may be imported into the Zone by a sub-licencee free of any taxes, duties or levies.

(c) The procedure for importing goods into the Zone is as set out in Schedule A of Section 5 (1) of this Regulation.

(d) The procedure for exporting goods from the Zone is as set out in Schedule B of Section 5 (2) of this Regulation.

(e) The procedure for handling goods, which require repairs and maintenance, is as set out in Schedule C of Section 5 (3) of this Regulation.

(f) The procedure for transferring goods from one sub-licencee to another is as set out in Schedule D of Section 5 (4) of this Regulation.

(g) The procedure for transferring goods from one Zone to another is as set out in Schedule D of Section 5 (4) of this Regulation.

11.—(a) An ASEPZE will on the execution of a sub-lease agreement with the ZMC for built-up subleased space or land for development apply to NEPZA through the ZMC for work permits for its alien workers in such format as the NIS may stipulate.

Work
Permits.

(b) Application for work permits for aliens will only be accepted by NEPZA if in conformity with the authority's stated and written requirements. On acceptance of an application for work permit for aliens, the ZMC on behalf of NEPZA will acknowledge receipt of same.

(c) NEPZA will process an application for work permit for aliens and notify the applicant of the grant of the permit or otherwise within ten days of the date of submission of the application.

(d) An ASEPZE will forward to the ZMC at the end of each quarter such information on the use of its permit to employ aliens as it may stipulate in writing.

12. The ZMC will provide security over the premises, property and facilities within the Zone.

Security.

13. Subject to the approval of NEPZA the ZMC will issue a schedule of charges (*see* Appendix III) applicable in the Zone and make copies available on request to the operators or sub-licence holder. The ZMC may review such changes from time to time.

Tariffs and
Charges.

14. Except as provided under the Act, an enactment applicable in the NCT will apply within the Zone.

Applicable
Laws.

15.—(a) Where any dispute arises between a sub- licensee and another in the Zone which cannot be amicably settled between the parties, the matter will be referred by either of the parties to Zone Management for settlement and its decision will be communicated to both parties accordingly.

Dispute
Resolution.

(b) Where any dispute arises between a sub- licensee and any other Government agency or department in the Zone, the matter will be referred to NEPZA through the ZMC by either of the parties concerned. NEPZA and Zone Management will represent the Licensee in all negotiations, arbitration, settlement and reconciliation of the same. In this respect, the Arbitration and Conciliation Act Cap 19 Laws of the Federation of Nigeria 1990 will apply.

(c) Where any dispute arises between officials of government agencies operating from within the Zone, the matter will be referred to NEPZA through the Zone Management by either of the parties concerned, which will take all necessary steps to reach settlement between the parties.

(d) Where any dispute arises between any sub- licensee and their employees which cannot be amicably settled between the parties, the matter

will be referred to the ZMC. Where necessary, the ZMC may refer such matters to NEPZA for settlement between parties.

(e) In all the above cases, the ZMC reserves the right to intervene at any stage of any dispute in order to maintain industrial peace in the Zone.

Litigation.

16. The appropriate law in the NCT will apply in all cases involving litigation in the Zone.

Employment of Expatriates outside the ASEPZ.

17. No expatriate employee of any sub-licensee will accept employment outside the Zone or offer the same services outside the Zone without the consent and approval of the ZMC and NEPZA in collaboration with other regulatory agencies.

Environmental Protection.

18.—(a) All sub-licensees will observe the relevant measures necessary for protection and preservation of the Zone's environment and the immediate host Community.

(b) ASEPZEs will abide with applicable environmental pollution laws and regulations and will ensure that pollution treatment facilities or other suitable devices are used to ensure that wastes and pollution caused by their production processes are kept within tolerable limits as prescribed by applicable laws and regulations.

(c) The ZMC will inspect and monitor the operations of anti-pollution devices and measures in ASEPZ in conjunction with relevant Government Agencies and will apply appropriate sanctions for breaches of applicable laws and regulations as provided by said laws and regulations.

Maintenance Works.

19. Maintenance works executed by the ZMC at the instance of an ASEPZE will be paid for by the ASEPZE.

Utilities.

20. Connection of sub-leased space to power, water supply, sewage lines, fire fighting system and telecommunication lines will be at the approved rate. Thereafter, payments for facilities consumed will be paid for at prevailing rates.

Implementation of Regulations.

21.—(a) Implementation of these Regulations will be by notice duly issued or publicly displayed.

(b) These regulations will come into force on a date to be determined by NEPZA or the ZMC.

(c) These regulations are prescribed pursuant to provisions of the NEPZ Act.

(d) These Regulations will be enforced by the ZMC, which by expression is enforced under the approval of NEPZA.

(e) All matters not provided for in these Regulations except those expressly stated therein that they would be provided for by specific regulation will be subject to existing laws and regulations and all aforesaid Regulations will constitute part of these Regulation.

CUSTOMS PROCEDURES

5.—(1) Time is of the essence in the clearing of perishable goods which may relate to frozen or refrigerated items and must be kept at the same temperature level to remain consumable.

The specific procedures for importing perishable items into the Zone by air are :

(a) A copy of the Air Way Bill (AWB) is forwarded to the importing enterprises within the ASEPZ in advance of cargo arriving at the designated Airport of entry.

(b) On receipt of copy of the AWB and other importation documents, the importing enterprises will submit the relevant documents to the Customs Authorities for pre-release of the relevant cargo.

(c) The Customs Authorities will, after a review of the relevant documents issue pre-releases approval to the importing enterprises, prior to arrival of the relevant cargo at the designated Airport of entry.

(d) Importing enterprises will pay all fees and charges due to NAHCO and other government agencies.

(e) On arrival, cargos will be loaded from the Tarmac and transported directly to the ASEPZ under Customs supervision.

(f) Customs' inspections of items are conducted and cargo manifest closed within the ASEPZ.

Specific procedures for importing perishable goods into the ASEPZ by Air Freight.

SCHEDULE A— PROCEDURES FOR IMPORTING GOODS INTO AIRLINE SERVICES EXPORT PROCESSING ZONE.

This Section deals with the general procedures for importing goods into the Zone and gives specific details for importing goods by sea, air and road.

2.—(1) Goods designated for ASEPZEs shall be imported using separate manifests indicating that such goods are being imported into ASEPZ. The goods shall be imported into ASEPZ in accordance with the following procedures :

(a) The sub-licensee will ensure that the consignor or supplier of the goods forwards the Bill of Lading/Air Waybill, the Invoices and Packing List. The vessel/aircraft's manifest relating to such goods are to be clearly marked with a statement that "Export Processing Zone Status will apply".

General Procedures for Importing Goods into the Export Processing Zone.

(b) The sub-licensee will comply with the following requirements in relation to the Bill of Lading/Air Waybill ("the Bill").

- the Bill will indicate that the consignee of the goods is the ASEPZE and specify the consignee's address as being "*Airline Services Export Processing Zone, 1 Service Street, Murtala Mohammed, Airport Ikeja, Lagos* " ;

- if for banking or other reasons the identification of the "*Consignee*" has to be completed differently, the above information must appear prominently in the "*Marks and Numbers*" Section of the Bill. The "Notify Party" will be the ASEPZE sub-Licensee. The ZMC will be notified to this effect ;

- In the event of the importation of aviation equipment, fixtures or other materials to be used by ASEPZE, or in relation to services which may necessitate the export of the said equipment, the Bill will indicate that the consignee of the goods is "ASEPZE" and specify the consignee's address as being "*Airline Services Export Processing Zone , 1 Service Street, Murtala Mohammed, Airport, Ikeja, Lagos*

- in relation to sea shipments, the "*Port of Discharge*" will be clearly specified ; and

- in relation to air shipments, the "*Airport of Final Destination*" will be clearly specified.

(c) The Zone Management will require the shipping line/airline to have a separate manifest for goods to be delivered to the Zone.

(d) The sub-licensee will provide to the ZMC an advance manifest seven days before arrival of the vessel. For shipment by air, the manifest will be provided prior to or upon arrival of aircraft.

(e) Prior to the arrival of the goods or upon shipment, the sub-licensee will provide to the ZMC certified copies of Invoices, Packing List, Bill of Lading and other relevant documents. This will be considered to be a "*Transaction Request Order*" (TRO) by the ZMC.

(f) On receipt of the "TRO" with the specified documents, the ZMC will prepare a "*Request to Transfer under Customs Escort*" or "*Transfer Request*" authorizing the goods to be transferred from the point of discharge to ASEPZ.

(g) The duly authorised and endorsed "Transfer Request" will be delivered to the relevant Terminal Operator/Aviation Handling Company who will transfer the goods from the quayside/cargo shed to the appropriate stacking area. Upon completion of stacking, the Transfer Request will be signed by the Terminal Operator/Aviation Handling Company and returned to the Zone.

II.—(a) For delivery by sea, the invoice relating to the goods will indicate the amount ascribed to insurance of the goods during the voyage, even if the terms of sale are Ex-Works, Free On Board (FOB), Comprehensive Import Supervision Scheme or otherwise.

(b) Upon receipt of dispatch shipping documents from the supplier, the sub-licensee will provide to Zone Management certified copies of Invoices, Packing List, Bill of Lading and other relevant documents. This will be considered to be a "TRO" by Zone Management.

(c) Upon receipt of the documents specified above ("Transaction Request Order"), Zone Management will prepare a "Transfer Request" authorising the goods to be transferred directly from the vessel to the Zone upon arrival. The Transfer Request will first be endorsed by the ASEPZ Customs, the shipping agent and the Nigerian Ports Authority (NPA).

(d) The Transfer Request will be noted with the stack address of the cargo and a stock reference number. The sub-licensee will give a blanket authority to Zone Management to transfer the goods upon discharge except otherwise indicated and pay applicable charges.

(e) After paying all applicable charges, the shipping agent will issue a delivery order to the sub-licensee, a copy of which will be made available to Zone Management.

(f) The duly authorised and endorsed "Transfer Request/Request to Transfer under Customs Escort" will be delivered to the Terminal Operator who will transfer the goods from the quayside to the appropriate stacking area. Upon completion of stacking, the Transfer Request/Request to Transfer under Customs Escort will be signed by the Terminal Operator and returned to the Zone.

(g) With the delivery order and the Transfer Request, the sub-licensee or Zone Management (on request) takes delivery of the cargo from the quayside or staking area and transports same under Customs Escort to the Zone.

(h) Receipted copies of the Transfer Request are then sent to the sub-licensee, Nigeria Customs Service, the Terminal Operator and or NPA.

III. Specific procedures for importing goods into the Zone by air are :

(a) The Nigerian Airport Handling Company (NAHCO) or Designated Handling Company (DHC) will discharge the aircraft. The cargo is then tallied, reconciled to the manifest and transferred to the cargo arrival shed.

(b) On receipt of an advice from NAHCO or the DHC, the sub-licensee will collect the documentation relating to the goods from the airline. After

Specific
Procedures
for
Importing
Goods into
the Export
Processing
Zone by Sea.

Specific
Procedures
for
Importing
Goods into
the ASEPZ
by Air
Freight.

paying all applicable charges, the airline will issue a "Delivery Order" to the sub-licensee, a copy of which will be made available to Zone Management.

(c) On receipt of the relevant Invoice, Air Waybill, Packing List and other relevant documents, which will be considered to be the TRO, Zone Management will issue a "Request to Transfer under Customs Escort" duly endorsed by the ASEPZ Customs and the Airport Customs.

(d) The Airline will make available a separate manifest of all ASEPZ cargo on-board the flight, the manifest will be made available to Zone Management prior or upon arrival of the flight duly sealed by the airlines' agents.

(e) With the Delivery Order and the "Transfer Request", the sub-licensee or Zone Management (on request) takes delivery of the cargo and transport it under Customs Escort from the airport to the Zone.

(f) On arrival at the Zone, the consignment is then written off the incoming aircraft manifest and a copy of the receipted "Transfer Request" is forwarded to NAHCO or the DHC through the ASEPZ Customs.

IV. Specific procedures for importing goods into the Zone by road are :

(a) Where the Licensee requires goods to be delivered to the Zone by road freight, the sub-licensee will apply in writing to the Zone Management for permission for the transfer. Such application will be supported by all relevant commercial documents.

(b) Where goods require transfer by road freight because they have been misdirected in the original delivery process, the sub-licensee will support the application with a report stating how the goods were misdirected.

(c) If Zone Management and the ASEPZ Customs consent to the application, Zone Management will issue a "Request to Transfer Goods" and arrange Customs Escort. The "Transfer Request" will be endorsed by Zone Management and the EPZ Customs.

(d) Upon receipt of the "Transfer Request" by the border post Customs where the goods are being held, the goods will be delivered to the Zone under Customs Escort.

(e) On arrival at the Zone, the duly authorised and endorsed Transfer Request is then forwarded to the Customs Command at the point of discharge for use by them to strike the manifest.

V.—(a) All deliveries of goods to ASEPZ will be entered into the Zone's "Cargo track" tracking and inventory system.

(b) The Zone Management will issue stock reports showing a sub-licensee's goods movement at intervals agreed between the sub-licensee

Specific Procedures for Importing Goods into the ASEPZ by Road Freight.

Cargo Track Inventory System.

and the ZMC. The ASEPZ Customs will have access to the stock control elements of the Cargo track system.

(c) The sub-licensee will on request of the ZMC or the ASEPZ Customs provide statistical data, delivery and receipt returns and any other information that may be called upon from time to time.

(d) The ZMC and the ASEPZ Customs will inspect the records and books of account of the sub-licensee from time to time after reasonable notice.

(e) The sub-licensee will permit the ZMC and the ASEPZ Customs to access the factory, warehouse, assembly plant or any other premises of the Licensee for the purposes of examining any good(s) to ensure the accuracy of the particulars entered in the records and books of account of the Licensee. .

SCHEDULE B—PROCEDURES FOR EXPORTING GOODS FROM THE ASEPZ

1.—(1) *Release on Payment of Duty*— These procedures apply to importers desirous of exporting goods from ASEPZ into the NCT in the normal course of trading activities in commercial quantity. The goods will be subject to normal customs rules and regulations pertaining to importation of goods in commercial quantity into the NCT.

Exporting
Goods from
the ASEPZ
into the
NCT.

(a) The importer will first submit a completed “*Form M*” to his bank (“the Bank”). The “Country of Origin” and the “Country of Supply” should be marked as *Airline Services Export Processing Zone*.

(b) The Bank will countersign the “*Form M*” and attest the supporting documents. Where appropriate, the documents may be stamped “*Not Valid for Foreign Exchange*” by the Bank. The Licensee will send to the ZMC copies of the following documents (as attested by the Bank) the Invoice, Form M, Bill of Lading, and packing List. This will be considered as a TRO ZMC.

(c) Provided the TRO and attached documents are acceptable to Zone Management, it will prepare a “*Request to Examine, Assess and Value/ Classification*” to the ASEPZ Customs and Destination Inspection Agent (DIA).

(d) A joint inspection by the Customs and the DIA will be carried out and a Risk Assessment Report (RAR) will be issued by the DIA. For urgently required goods the immediate release of the goods can be obtained. However, clients requiring this service must have a Bank Guarantee/Bond duly endorsed by the ASEPZ Customs and Zone Management and a draft document, duly signed by the Customs and DIA specifying the duty payable.

- For duty payment immediately the Licensee or his clearing agent will present the RAR with other documents to the bank for duty payment.

The bank will issue the importer a bank shipment/receipt of payment (bank-pay-in-slip).

- The importer will complete the Single Goods Declaration (SGD) forms attaching, and RAR, invoice, Bill of Lading and Packing List for endorsement and process at the Customs Processing Centre.

- The ASEPZ Customs if satisfied will release the goods for delivery to the importer.

- The ASEPZ Customs Command will jointly with the DIA arrange for examination, valuation and classification of the goods.

(e) Upon completion, the ASEPZ Customs will endorse the SGD and issue it to the importer.

(f) Upon receipt of the endorsed SGD, the importer will pay the agreed duty to a Customs Designated Bank using a bank pay-in-slip, which bank will provide the importer with a Customs Revenue Receipt.

(g) The importer will then prepare a Customs Bill of Entry and submit the same to the ASEPZ Customs under cover of the original “*Request to Release*”, the Revenue Receipt and a copy of the endorsed SGD.

(h) If acceptable to the ASEPZ Customs, the Bill of Entry will be stamped and signed by the ASEPZ Customs and the SGD will again be endorsed.

(i) Zone Management will issue a Delivery Order to the importer.

(j) Upon production of the Delivery Order by the importer, the goods are released for delivery into the NCT.

PRE-RELEASE OF ASPEZ GOODS WITH DEFERRED DUTY PAYMENT/ SCHEDULING SYSTEM

These rules will apply where the sub-licensee wishes to implement a duty scheduling system (“the System”) whereby goods required for use on an urgent basis in the NCT can be imported from the ASEPZ with payment of Customs duty deferred to a later time. This system shall be applicable to air, sea and road transport.

To qualify for the system, the sub-licensee must comply with the following procedures :

(a) The sub-licensee will establish and provide an acceptable Customs Export Processing Zone Guarantee from the sub-licensee’s bank for an amount sufficient to cover the amount of customs duty that is expected to be outstanding at any one time.

(b) The sub-licensee will then submit an application for registration under the System to the ZMC. If acceptable, the ZMC will countersign the application and forward it to the ASEPZ Customs for approval. If approved,

ZMC will open a separate "Cargotrack" system to record the sub-licensee's release of goods under the System.

II.— Specific procedures for exporting goods from the Zone by sea are :

(a) The Licensee will send to Zone Management, copies of the following documents (as attested by the Bank)—Bill of Lading, Invoices, Packing List and Export Declaration documents. This will be considered to be a "TRO" to Zone Management.

Exporting
Goods to a
Foreign
Territory by
Sea.

(b) Zone Management will issue a request to the Customs for examination of the goods. The application will be authorised by the ASEPZ Customs and an examination of the goods against the documents submitted will be physically carried out.

(c) The approval to release goods and endorsement of the Export Declaration for export is raised to the Licensee/Agent.

(d) The sub-licensee or his agent will forward the Customs Release Documents and Export Declaration Documents to the NPA for release and endorsement and the goods would be delivered by the sub-licensee or his agent to the NPA.

(e) Zone Management will request the NPA to deliver the goods to the relevant vessel. NPA will carry out the delivery of the goods upon payment by the sub-licensee of all storage and handling charges.

(f) The goods delivered on board the vessel will be tallied and reconciled to the vessel's manifest by NPA. On completion of the above, the Captain of the vessel will endorse the export declaration form for the ASEPZ Customs as evidence of shipment.

(g) The Licensee will then receive a Bill of Lading evidencing the shipment of the goods on payment of all freight charges.

(h) The sub-licensee will then perfect an Export Bill of Entry with Customs at the Customs Processing Centre (CPC) and present same together with copies of the endorsed export declaration for final release by Customs.

III.— Specific procedures for exporting goods from the ASEPZ by air are :

(a) The Licensee will send to the Zone Management copies of the following documents (as attested by the Bank)—Invoices, Form M, Airway Bill, and Packing List. This will be considered to be a "TRO" by the Zone Management.

Exporting
Goods to a
Foreign
Territory by
Air Freight.

- The Zone Management will complete the same procedures as exporting of goods by sea.

• The Zone Management will submit the ASEPZ Customs release and export declaration duly endorsed by Customs and NAHCO together with other cargo documents with an application to export goods to the Airport Customs for approval.

• Airport Customs approves and the sub-licensee or his agents submit release documents to NAHCO for payments of statutory handling charges.

(b) The goods will be released by the ASEPZ Customs and transported to the airport under Customs escort. The export declaration will accompany the goods.

(c) The goods together with the export declaration will be handed over to the Airport Customs and NAHCO officials, who will tally the goods, load them unto the aircraft, sign and stamp the export declaration. The Pilot of the aircraft will endorse the export declaration documents.

(d) The sub-licensee will prepare an Export Bill of Entry attaching a copy of the stamped export declaration and other documents and submit them to the ASEPZ.

SCHEDULE C—PROCEDURES FOR HANDLING GOODS THAT REQUIRE REPAIR AND MAINTENANCE

Goods from within the Customs Territory being repaired or maintained in the ASEPZ.

2.—(1) The sub-licensee may apply to Zone Management requesting repair of goods situated within Zone. The following procedures will apply :

(a) The sub-licensee will submit all relevant import, commercial documents and all relevant documents as may be required by Zone Management. These include contract or acceptance to repair or maintain the equipment, correspondence between the two companies doing the business and duration of maintenance, stating clearly the reason for repair and duration of maintenance. This will be considered as a "Transaction Request".

(b) The Zone Management raises a TRO and issues a request to the ASEPZ Customs and the DIA for examination of the ASEPZ items to be consumed during the repair.

(c) The request will carry all necessary documents used for the importation of the materials to be used for the maintenance into the ASEPZ.

(d) Zone Management will apply to ASEPZ/DIA. for examination of the items to be consumed during the process of maintenance where goods will be returned to the NCT after repairs.

(e) The DIA will issue a C.R.I. on the goods utilised on the repairs and the necessary duties, levies will be paid and the sub-licensee/Agent will perfect the entries (SGD) accordingly.

(f) For repairs and export to other countries, only Customs examination will be carried out on the goods. Other procedures for export will follow on the utilized goods as prescribed above.

II.—The following procedures will apply :

(a) The sub-licensee may apply to the Zone Management requesting equipment and machinery situated in ASEPZE to be repaired in the NCT.

(b) The sub-licensee submits all relevant documents, stating clearly the reason for repair and duration of maintenance. This will be considered to be a Transaction Request.

(c) Zone Management will raise a TRO and issue a request to the ASEPZ for examination of the equipment and machinery requiring repair.

(d) The ASEPZ Customs will then examine the equipment and machinery, endorse the TRO and release the equipment and machinery for repairs.

(e) Equipment and machinery will then be released from the Zone with the approval documents.

(f) The sub-licensee will then transfer equipment and machinery to the NCT for repair.

(g) The sub-licensee notifies Zone Management and the ASEPZ Customs on return of the equipment and machinery.

(h) On completion of repairs and the delivery of the equipment and machinery into the ASEPZ, the equipment and machinery will be examined against the original Request for Repair and the equipment and machinery will be returned to ASEPZ.

Note—Customs duty will be charged on equipment and machinery NOT returned to the Zone within the stipulated time frame specified in the authorization, unless an application for an extension of time is made by the sub-licensee and approved by the Zone Management. Additional penalties may also be payable where applicable.

SCHEDULE D—PROCEDURES FOR TRANSFERRING GOODS

3.—(I) The following procedures will apply :

(a) The sub-licensee will submit to the Zone Management copies of the Bill of Lading, Invoice and the Packing List. This will be considered to be a Transaction Request.

(b) The Zone Management will issue a TRO to the ASEPZ Customs for examination of the goods.

(c) The ASEPZ Customs authorises the TRO and carries out an examination of the goods against the documents submitted.

(d) The ASEPZ Customs will give approval for the release of the goods.

(e) Zone Management will issue a request to the NPA to deliver the goods to the relevant Vessel upon payment of handling and freight charges

Equipment and Machinery for Repair, Refurbishment, or Maintenance in the Customs Territory.

Goods between ASEPZ and another Export Processing / Free Zone/ Bonded Area (Airside at International Airports).

by the sub-licensee (if goods are to be delivered by sea) or release the goods to the road hauler under Customs escort if the goods are to be transferred either by air or road.

(f) The ASEPZ Customs Escort will return to the Zone with endorsed Landing certificate from the carrier.

II. The following procedures will apply :

(a) The sub-licensee (seller) will raise an Invoice and notify Zone Management. This will be considered to be a Transaction Request.

(b) The sub-licensee (Buyer) will submit a copy of the original Invoice covering the importation and the new Invoice to Zone Management. This will be considered to be a Transaction Request. The sub-licensee (Seller) completes Form M with the Bank.

(c) Zone Management raises a TRO and will issue a request to the ASEPZ Customs and DIA for examination of the goods.

(d) The ASEPZ Customs will authorize the Transaction request Order and will conduct a joint examination of the goods with the DIA.

(e) The DIA will issue the CRI and will dispatch it to the designated Bank.

(f) The sub-licensee (Buyer) will submit the SGD at the CPC for processing, attaching all commercial documents including the import duty receipt.

(g) The ASEPZ Customs will endorse the Transfer Request and the SGD and will release the goods on confirmation of the import duty payment.

SCHEDULE E— PERSONAL DUTY-FREE ALLOWANCE

4.—(a) Persons (including employees of EPZEs) who purchase goods up to a maximum of ₦200,000 (Two Hundred Thousand Naira) or its equivalent within ASEPZ, in respect of which valid receipts from approved enterprises operating within the Zone, have been issued, will be entitled to import such goods into Nigeria, duty free and all customs and other licensing requirements that apply to goods imported into NCT from other countries will not apply to such goods.

(b) All duty in respect of goods purchased within ASEPZ, will be determined and levied at the point of sale.

TAXATION PROCEDURES AND REGULATIONS

6.—(1) The Zone Management shall in consultation with the Federal Inland Revenue Service (FIRS) publish agreed guidelines as to the tax implication of transactions between ASEPZEs and entities within the NCT.

Goods from one Licensee to another within the ASEPZ (for use in Customs Territory).

Federal Inland Revenue Service.

// Under Section 8 of the NEPZ Act, approved enterprises operating within Free Zones shall be exempt from all Federal, State and Local Government taxes, levies and rates.

Exemption
from Taxes

Section 18 (1) further provides that all legislative provisions pertaining to taxes shall not apply within Free Zone.

III.—Tax implication of specified transactions

<i>Serial No</i>	<i>Subject Matter</i>	<i>Tax Implication</i>	<i>Basis of the Position</i>
1.	Purchases made by the ASEPZEs within ASEPZ from companies operating in the NCT	No VAT No WHT	This is in line with Sections 11(2) and 12(9) of NEPZ Act which made rules for export from Nigeria applicable
2.	Sales made by ASEPZEs to companies operating in the NCT	VAT payable by purchaser No WHT	This is in line with Sections 11(1) and 12(7) of the NEPZ Act which made rules for import into Nigeria applicable
3.	Purchases or sales from NCT by unapproved enterprises operating within the Zone	VAT and WHT applicable	Sections 8 and 18 (1) of the NEPZ Act, which granted tax exemption, did not cover unapproved enterprises operating within the Zones
4.	Imported goods conveyed through other Ports outside the Zones but consigned to the Zone	No VAT No WHT (Provided the goods are escorted from the Port of entry to the Free Zone by the Nigeria Customs Service)	This is in line with Section 12(1) and 18 of the NEPZ Act
5.	Business activities of head offices or branch offices of ASEPZEs located in NCT dealing with approved enterprises	All relevant tax laws applicable except as related to purchases and sales covered above.	This is in line with Section 8 of CITA and other relevant laws.
6.	Approved enterprises having contract of supplies or design with	VAT and WHT applicable	This is in line with Sections 51(a) of the Petroleum Profit Tax Act (PPTA) and

<i>Serial No</i>	<i>Subject Matter</i>	<i>Tax Implication</i>	<i>Basis of the Position</i>
	companies in the customs area.		Sections 63 of the CITA. Section 8 of CITA dealing with derivation of income is also relevant.
7.	Property or assets of the ASEPZEs located outside the Zone	No VAT No WHT	This is in line with the NEPZ Act.

7. BANKING PROCEDURES AND REGULATIONS

Introduction.

1.—(A) Banks in Nigeria are licensed, under the Banks and Other Financial Institutions Act (BOFIA), 1991, by the Central Bank of Nigeria (CBN), whilst specialised Banks are a creation of Statutes or Act of Parliament. Such Banks carry on banking business in accordance with the provisions of BOFIA 1991 and other relevant legislations as complemented by the directives and guidelines, which are issued from time to time by the CBN.

(B) Similarly, banks in ASEPZ will be granted approval under the NEPZ Act by the Zone Management.

The objectives of these guidelines are therefore to :

- (a) complement and enhance the provisions of the NEPZ Act ;
- (b) provide details of regulatory and supervisory requirements necessary to promote efficient and profitable banking services in the Zone ;
- (c) spell out details of permissible and prohibited activities of banks in the Zones ;
- (d) provide details of incentives available to banks in the Zones ; and
- (e) facilitate the attainment of the goals for which ASEPZ was established.

2. BANKS IN ASEPZ

Types and Ownership.

(A)—There will be two types of banks in ASEPZ and these will be :

- (a) A bank established by a bank licensed under BOFIA 1991 or other relevant legislations, such a bank will maintain records and books of account of its operators independent of its parent bank, and
- (b) A licensed foreign bank.

Banks licensed to operate in ASEPZ may be owned wholly by Nigerians or jointly by Nigerians and foreigners, or wholly by foreigners.

B—(i) Only a bank licensed under BOFIA 1991, or other relevant legislations or a sub-licensed foreign bank will qualify to apply to the Zone Management for approval to establish a bank to carry on banking business in ASEPZ.

Licensing
Requirements.

(ii) An application for an operating permit will be submitted through the Zone Management to the CBN with the following documentation :

- Two copies of its Memorandum and Articles of Association ;
- Copies of its banking license issued by the CBN under BOFIA, 2004 or other legislations or banking license issued by the appropriate Authority in the country where the bank was incorporated ;
- A copy of the bank's resolution at a meeting of directors approving the proposed application for a sub-license to carry on banking business in ASEPZ ;

(iii) Any amendment to the Memorandum and Articles of Association of the bank will be communicated to the CBN within four weeks.

(iv) The minimum issued and paid up capital for banks sub-licensed under BOFIA, 2004 or other legislation and foreign banks in ASEPZ will be US\$10million or such other amount as the CBN may from time to time prescribe.

(v) In addition, a bank in the ASEPZ will be required to meet the established international capital adequacy ratio (8%) and liquidity requirements as maybe specified by CBN, from time to time.

(vi) Licensed banks in the ASEPZ will be required to appoint fit and proper persons in key management positions as prescribed by the CBN.

3.—(a) A Bank in the ASEPZ will be required to disclose to CBN the equity interests of its directors or key officers in any enterprise within the Zone.

Disclosure
Require-
ments.

(b) Failure to disclose such interest may result in the removal of Directors or defaulting Officers.

(c) In addition, it will be the duty of a Director of a bank who is in anyway, whether directly or indirectly interested in the grant of an advance loan or credit facility with the bank to declare the nature of his interest at a meeting of the Board of Directors of the bank.

4. SOURCES AND USES OF FUNDS

A.—(a) Deposits of non-bank customers, e.g.

Sources.

- Multinational corporations
- International corporations

Non-resident individual

- ASEPZEs in ASEPZ
- Regional financial agencies or institutions
- Euro-money markets, etc.

(b) Inter-bank borrowing within banks in the ASEPZs or with foreign banks ;

(c) Export proceeds ;

(d) Equity capital, etc.

(B) Uses

(a) Foreign exchange loans and advances to non-residents and residents ;

(b) Investments in International Securities Markets ;

(c) Operational expenses ;

(d) Payments of dividends ;

(e) Interests on deposits ;

(f) Payments for imports, etc.

Participation
of ASEPZ in
the Nigerian
Foreign
Exchange
Market.

5. The guidelines as stipulated by CBN from time to time will apply in this regards. However, with reference to the CBN's circular of 11th August, 2005, the following guidelines will apply :

(a) Application for foreign exchange for visible and invisible trade transactions by ASEPZEs will not qualify to be financed from the Nigerian foreign exchange market ;

(b) Authorised dealers registering forms 'M' and 'A' for ASEPZEs will ensure that forms are marked "ASEPZ—Not Valid for FX" ;

(c) All visible and invisible trade transactions from the zone to the NCT are eligible for payment in foreign exchange, using funds purchased from the Nigerian Foreign Exchange Market. However, where an ASEPZE operator opts for payment in Naira, the proceeds there from will not qualify for repatriation in foreign exchange sourced from the foreign exchange market of the customs territory ;

(d) Conversely, exports from the NCT to the ASEPZs are eligible for payment in either Foreign Exchange or Naira ; and

(e) For visible and invisible trade transactions from the Zone and exports into the Zone, the relevant existing processes, documentation requirements and procedures applicable in NCT, including any form of inspection, will also apply.

- 6.—(a) Remittances for imports monthly ;
(b) Naira transactions (external accounts) monthly ;
(c) Statements of assets and liabilities (monthly) ;
(d) Other foreign exchange payments quarterly ;
(e) Total credits (loans and advances) quarterly ;
(f) Foreign exchange investments quarterly ;
(g) Audited annual financial statements (to be submitted not later than three months after the end of the financial year) ; and
(h) Any other return that may be required (to be specified by CBN).

Rendition of
Returns.

Note : Except in the case of 6 (g) above, all returns must reach the CBN not later than the 10th day after the month in which they are due.

7.—(a) CBN may, from time to time, examine, through its officers or persons appointed by it under conditions of confidentiality, the books or other documents, accounts and transactions of any bank branch carrying on banking business in ASEPZ. The banks are required to provide information in line with Section 30 of BOFIA;

Examination
of Banks.

(b) The officers so appointed by CBN may, in the course of their examination, seek for the directors, managers and officers of any bank in ASEPZ, such information and explanation as they deem necessary to carry out the examination of the bank; and c. CBN may, when deemed necessary order a special examination or investigation of the books and affairs of a bank in the ASEPZ.

8.—(a) A bank in ASEPZ will have its books audited by an auditor approved by CBN ;

Auditing of
Accounts.

(b) The auditor so appointed will prepare a report on the annual balance sheet and the profit and loss account of the bank and such other information as may be prescribed by the CBN. The report will be submitted to the CBN not later than three months after the end of the bank's financial year ;

(c) The auditor will submit to CBN such clarifications in relation to its audit as it may demand ;

(d) The CBN may order the removal of an auditor for professional misconduct e.g. compromising independence with regards to the bank. In addition, a bank in ASEPZ will have internal audit or inspection unit, which should ensure that the operations of the bank comply with statutory provisions as well as with its internal control regulations.

B402

Incentives.

9. A bank operating in ASEPZ enjoys the following incentives :

- (a) Freedom to move funds in and out of the Zone ;
- (b) Exemption of all its documents from stamp duties ;
- (c) Exemption from withholding tax requirements on interest payable on deposit, dividends and royalties ;
- (d) Exemption from estate duty, inheritance or capital gains tax on inheritance of its shares or property ;
- (e) Interest rates on loans and deposits are free from domestic monetary controls ; and
- (f) Exemption from payments of duties on imports of furniture, office equipment and other facilities necessary for its operations.

External accounts.

10.—(a) An ASEPZE (including a bank licensed in ASEPZ) is allowed to open “External Accounts” with banks in the NCT for the purpose of defraying its statutory, operational, administrative and salary expenses ;

(b) External account and the cheques issued for its operations will be clearly marked “External Account” with the country of permanent resident of the account holder, e.g. “*External Account-Ghana*” or “*External Account-Japan*” ;

(c) The External Account will be funded from the sale of foreign currencies for Naira, it will not be funded with Naira from any other source in Nigeria without prior approval of CBN with the exception of Naira payments from international and domestic *clients* ;

(d) Payments (credits) by residents into an “*External Account*” will not be allowed except with prior written approval of the CBN. However, transfers from other External Accounts maintained by the same account holder are allowed ;

(e) No person (non-resident) in ASEPZ will be allowed to maintain both an External Account and a “*Residents Accounts*” in any licensed bank in the NCT ; and

(f) The CBN may from time to time issue guidelines for the operation of External Accounts by non-residents.

Permissible activities.

11. Approved bank in the ASEPZ is permitted to :

- (a) Accept foreign currency deposits ;
- (b) Grant to any person any advance, loans or credit facility, or give any financial guarantee, or incur any other liability on behalf of any person so that the total value of the advance, loan, credit facility, financial guarantee to any resident is not more than 35% of shareholders’ fund unimpaired by losses ;

(c) Grant foreign currency loans exceeding 10% of its paid up capital to any resident without the CBN's prior approval ;

(d) Make remittances to funds abroad or to Nigeria on behalf of any non-resident ; and

(e) Undertake any other foreign exchange transaction as CBN may from time to time prescribe.

12.—(a) Accepting foreign currency deposits from non-residents ;

Prohibited activities.

(b) Accepting Naira deposits accounts from any *residents* or *non-residents* ;

(c) Granting Naira loans to or raising any Naira loans on behalf of *residents* or *nonresidents* ;

(d) Opening any *Naira* account with any resident bank except *External Account* ;

(e) Borrowing in *Naira* from any resident, including authorised dealer banks, except with approval of the CBN ;

(f) Sourcing foreign exchange in the foreign exchange market for the NCT ;

(g) Opening an account for a customer whose identity is unknown to it; therefore, account opening procedures should comply with the Know Your Customer (KYC) principle ; and

(h) Undertaking any other transactions which are inimical to national interest or which CBN may specify.

13. Financial institutions are required to adhere strictly to all the provisions and requirements of the Money Laundering (Prohibition) Act, 2004 and the KYC directives as issued by CBN.

Know Your Customer Directive.

In this regard, financial institutions within ASEPZ are required to comply with the following guidelines amongst others :

(a) Record all complex, unusual or suspicious transactions ;

(b) Report any single transaction, lodgment or transfer of funds in excess of ₦1,000,000 (One Million Naira) or its foreign currency equivalent in the case of an individual or ₦5,000,000 (Five Million Naira) or its foreign currency equivalent in the case of body corporate ;

(c) Develop programmes to combat the laundering of proceeds of a crime or other illegal acts through your institution which will include ;

(i) the designation of compliance officers at the management level ;

(ii) internal audit unit scrutinising and ensuring that records are well kept ;

(iii) on-going training/awareness for all the staff ; and

(iv) display of notice in a conspicuous place directing the attention of customers and the general public to the dangers associated with money laundering and other financial crimes.

(d) Forward reports on all suspicious transactions and other related investigation to the Economic and Financial Crimes Commission (EFCC) and the Nigeria Financial Intelligence Unit within seven days ;

(e) Document copies of reports forwarded to EFCC for on-site investigation by CBN's examiners ; and

(f) Ensure strict adherence to the provisions of the Money Laundering (Prohibition) Act, 2004 which prohibits a transaction in excess of ₦500, 000 (Five Hundred Thousand) or its foreign currency equivalent in the case of an individual or ₦2, 000,000 (Two Million Naira) or its foreign currency equivalent in the case of a body corporate except such a transaction is made through a financial institution.

Resolution of Disputes.

14. Disputes between banks and their customers arising from the operations of the banks may be referred to the Zone Management for resolution in consultation with CBN. Decision in any dispute does not preclude a dissatisfied party from seeking justice in the law courts.

Surrender and Revocation of License.

15.—(A) A bank operating in ASEPZ may voluntarily surrender its banking license, and such bank intending to surrender its operating licence, will seek the prior approval of CBN through Zone Management.

(B) The CBN through the Zone Management Company may revoke a license granted to a bank in ASEPZ. The grounds for revoking a license granted to a bank in ASEPZ may be any or all of the following as a result of the directive of the CBN :

(a) submission of false information/data during and or after the application for banking license ;

(b) engaging in functions ; activities outside the scope of its license ;

(c) persistent failure to comply with request for information or data in the manner specified by CBN ;

(d) failure to comply with the provisions of these guidelines or any other directive as may be issued by CBN from time to time ; and

(e) if the operating license or authorization of its parent bank has been withdrawn by the regulatory authority of the country in which it has its principal place of business.

HEALTH, SAFETY AND ENVIRONMENT

8.—(1) Access to the Zone will be subject to such conditions as the ZMC may stipulate from time to time in writing.

Access to Zones.

2. All incidents involving loss and material damage or physical injury must be reported to the ZMC as soon as practicable after any such incident.

Reporting.

3. The aesthetics of all premises within the Zone shall be properly maintained by the ZMC at the expense of the sub-licensees and in compliance with the regulations of the ZMC.

Aesthetics.

4. The ZMC will be responsible for the maintenance of such facilities, key amongst which include roads, sewage and drainage, street lighting, water and service supply line, sewage line, fire fighting, etc.

Maintenance of Facilities.

5. The management of the ASEPZEs within the ASEPZ has the responsibility to :

Management Responsibilities.

(a) ensure that competent persons are made to supervise all facets of operations ;

(b) provide all necessary Health Safety and Environment (HSE) equipment and facilities at sites and ensure their appropriate use ;

(c) provide suitable Personal Protective Equipment (PPE) and ensure their use ;

(d) assess negative impacts of the enterprises' activities on the environment and where necessary adequately mitigate the risk of losses or damage arising from them ;

(e) make conscious efforts to restore any negatively impacted environment ;

(f) inform employees, service providers and the general public, when necessary, of any known or identified potential hazards arising from its activities ;

(g) monitor all activities regularly to ensure strict compliance with all HSE guidelines, laws, rules and regulations ; and

(h) recognise and reward performance improvement initiatives with regard to HSE rules and regulations.

6. Site managers and supervisors are responsible for effective and efficient HSE oriented operations and must recognize that HSE is an integral part of each site. They must :

Site Managers and Supervisors (Centres and Facilities) Responsibilities.

(a) understand and implement the HSE procedure as stated in this Regulation ;

(b) set a safe and good example for other employees and service providers as well as client staff to follow ;

- (c) ensure that proper work procedures are followed and complied with at all times ;
 - (d) induct new employees on hazards associated with their jobs ;
 - (e) have in-depth knowledge of the hazards associated with each operation ;
 - (f) ensure all employees and staff of service providers use their Personal Protective Equipment (PPE) adequately where applicable ;
 - (g) communicate safe work procedures to each employee ;
 - (h) observe other staff and service providers staff members' work practice and correct same where necessary ;
 - (i) ensure all facilities and work environments are in an acceptable condition to ensure application of sound HSE practices ;
 - (j) investigate and report all accidents and near accidents ;
 - (k) recommend and implement corrective measures ;
 - (l) carry out periodic HSE inspections ;
 - (m) counsel employees and recommend erring employees for discipline ;
- and
- (n) ensure that all first aid and fire fighting facilities receive adequate maintenance and are in good working condition.

Employee
Respon-
sibilities.

7. Every employee has a personal responsibility to contribute to safe work performance. This can be achieved through co-operation with the supervisor and other employees. Each employee must :

- (a) work safely and efficiently using the PPE provided and comply with all relevant company's HSE Policy as well as other rules and operating procedures ;
- (b) comply with all relevant statutory laws, regulations and guidelines ;
- (c) seek guidance from managers or supervisors when in doubt about correct work procedures ;
- (d) report to the supervisor every accident or near accident as well as unsafe work practices or unsafe conditions that may lead to injury or damage ;
- (e) assist in the immediate counter measures as stipulated in Emergency Plans ; and
- (f) be disciplined.

Service
provider
responsi-
bilities.

8. All service providers operating within the zone :

- (a) must comply with the HSE Procedure in this Regulation, as well as laws, regulations and standards related to the scope of the services provided during the performance of their contractual obligations ;

(b) must report every accident or near accident as well as unsafe work practices or conditions that may lead to injury or damage to the ZMC ;

(c) must cooperate with the ZMC in identifying HSE issues during the planning, designing and execution of work programs ;

(d) must ensure that lines of communication are open at all levels of supervision, to ensure that safe work practices are understood and implemented by all parties ;

(e) must under the supervision of the ZMC provide employees with induction, training and PPE to execute their specified work safely and to meet policy and regulatory requirements ;

(f) must make available to the ZMC for evaluation, records of past safety performance, present procedures/programmes', and projected capability to achieve an acceptable HSE performance and compliance with applicable HSE laws, regulations and standards ; and

(g) will indemnify the ZMC for any negligence on their part relating to HSE.

Where a service provider fails to meet their obligations to adequately advice, train, equip and protect their employees in the performance of their assigned duties, the ZMC will reserve the right to intervene and take any steps necessary to avert HSE risks.

9. Induction training will be conducted by the ZMC's facility managers or supervisors when :

HSE
Induction
Training.

(a) a new employee begins work ;

(b) service provider staff begins working on a site for the first time ;

(c) new plant or equipment is introduced ;

(d) policies or procedures are updated ; and

(e) it is discovered that any of the employees or service provider staff is not sufficiently grounded or have insufficient knowledge in the use of assigned PPE and other safety equipment indicating that the employee has not retained the requisite understanding or skill.

10.—(a) All sites are required to have an equipped First-Aid Box and site managers or supervisors will be trained in First Aid ;
At intervals of twelve months period, site managers, supervisors/other relevant officers must attend First Aid refresher courses at the expense of the relevant ASEPZE.

Occupational
Health and
Safety.

(b) In addition to the disciplinary measures in the ASEPZE's handbook (where applicable), any employee under the influence of alcohol, narcotics or any other intoxicant whether prescribed or otherwise will not be allowed on the job ;

(c) Horse play, practical jokes and provocation will not be allowed under any circumstances ; and

(d) All forms of sexual harassment are prohibited.

Control of Hazardous Substances.

11.—(a) All employees and service providers within ASEPZ and their staff must comply with any statutory regulations and guidelines set out for the control of hazardous substances using the manufacturers' and suppliers' HSE guide and their own knowledge of the work processes ;

(b) All employees of the ASEPZEs and service providers and their staff will ensure that exposure of workers to hazardous substances will receive thorough and adequate training and information on the HSE issues relating to such type of work. It is mandatory for such workers to undergo periodic medical checks ; and

(c) All waste materials must be disposed of carefully and in such a way that they do not constitute any hazard to employees, clients, the general public and the environment.

Fire Prevention.

12.—All ASEPZEs must comply with the provisions of the Fire service Act including the following :

(a) All persons must conduct their activities in such a manner as to remove the risk of fire. "No Smoking" signs must be strictly obeyed ;

(b) Combustible materials must not be kept in the offices or near any source of ignition ;

(c) All site managers and supervisors are responsible for keeping their activities and operational areas safe from fire ;

(d) All employees and service provider staff must undergo induction training in fire prevention practices, use of fire extinguishers and emergency procedures ; and

(e) Refresher training must be organised for all ASEPZEs employees on fire prevention and emergency procedures.

Fire Fighting Guidelines.

13.—(a) Fire fighting equipment should be provided at strategic locations on all sites ;

(b) All employees of ASEPZEs and service provider staff are expected to familiarise themselves with their areas of operation and must give special attention to the locations of fire extinguishers and other fire fighting equipment. They must be able to use this equipment promptly to respond to an outbreak of fire ;

(c) Fire fighting facilities must not be blocked from easy access, removed or used for purposes other than fire fighting ; and

(d) In case of any defect or discharge of extinguisher, report must be

made to the immediate supervisor. No disciplinary action will be taken for reporting such incidents.

14.—(a) Fire exits will be provided at all strategic locations. They must not be blocked or used as temporary stores. Where the exits are locked, keys must be provided inside boxes with glass covers, which can be broken to access keys for use in case of an emergency ;

Fire Exits.

(b) Automatic lighting must be provided in exit corridors and walkways and above exit doors ; and

(c) Muster points must be identified and made known to all employees of an ASEPZE and service providers.

15. Each ASEPZE shall have an Emergency Plan. This will be based on the following procedure :

Emergency Evacuation Procedures.

(a) if a fire or other emergency is noticed an alarm shall be raised immediately :

(b) operate any manual or automatic danger alarm system, where applicable ;

(c) attack the fire with available fire fighting equipment ;

(d) call for help by phoning the fire brigade and the Nigerian Police. Contact details are provided at each site ;

(e) close all windows and doors to prevent easy spread of the fire ;

(f) escape to designated safe place or muster point ; and

(g) fire marshals will direct all occupants in further action.

16.—(a) Employees of the ASEPZES and service provider staff are to be provided PPE when and where applicable and necessary ;

Personal Protective Equipment (PPE).

(b) It is mandatory for all employees to wear their PPE while executing their functions ;

(c) Employees of the ASEPZES and service providers staff provided with PPE will receive adequate training on their use and maintenance ;

(d) All PPE provided must be maintained in good working order ; and

(e) Failure on the part of the employees to comply with these instructions will attract appropriate disciplinary action.

17.—(a) All employees and service provider staff requiring protective garments will be provided with them by their respective employers ;

Uniform or Overall.

(b) This must be worn at every occasion when the employee within the work area ;

(c) Soiled garments must be washed thoroughly in order to prevent fire and skin diseases ; and

B410

(d) Rings, bangles, neck chains or loose dresses must not be worn when working around rotating or electrical equipment.

Safety Shoes.

18.—(a) Safety shoes must be worn at all times in all work areas wherein the risk of foot injury is prevalent.

(b) Walking bare footed as well as the wearing of slippers and sandals shall be prohibited in these areas.

Breathing Apparatus, Ear Protection and Gloves.

19.—(a) Appropriate dust masks or appropriate breathing apparatus must be worn at all times in all places where air contamination may exist ;

(b) Gloves are to worn when at all times at work areas identified as having risk of hand injury ; and

(c) Ear plugs or mugs must be worn when exposed to high noise level for a considerable time.

Work Practices.

20. Employees of the ASEPZEs and service provider staff are to work safely at all times. If they notice any unsafe condition or practice, they should bring it to the immediate attention of their supervisor. When uncertain about the safe practice or procedure for performing any job, advice should be sought from their immediate supervisor or safety representative. All work practices will be assessed periodically with a view to removing any hazard to good occupational health of the workforce and environment.

Authorised Access.

21.—(a) Only employees of the ASEPZEs and service provider staff that are duly and properly authorised may be allowed access to restricted areas. Any area is considered to be a restricted area where so designated by the ASEPZE ; and

(b) Where areas of work have an impact on other components of a facility or in which other work is underway, permits to work in the area must be sought from the site manager or supervisor to ensure co-ordination of activities.

Tag in and Tag out.

22.—(a) Prior to performing work on electrically driven equipment or other energy sources, the circuit must be de-energised and the start up switch be tagged with a “Danger! Do Not Operate” tag ;

(b) The technician must personally lock out the board to prevent electrocution or outbreak of fire ; and

(c) No one is allowed to un-tag except the technician or qualified officer.

Hot Work (such as Welding, Grinding and Flame Cutting).

23.—(a) A Hot Work Permit must be obtained from ZMC or its designated representative before carrying out any hot work on any site ; and

(b) Appropriate fire fighting equipment must be positioned and manned before carrying out such hot work.

- 24.—(a) The right tool for the job must always be used ;
- (b) Only tools in sound, safe condition shall be used ;
- (c) All equipment on all sites must be maintained in good working condition ;
- (d) Only employees of the ASEPZE and services provider staff that are adequately trained shall use or work with machine equipment in the course of their duties ; and
- (e) Any equipment that could pose a risk to the well being of persons in and around the work place must be restricted to authorised persons only and must be clearly marked “AUTHORISED PERSONS ONLY”. A permit to work must be obtained prior to working on machinery.

Machinery
and Hand
Tools.

- 25.—(a) All passageways and aisles must be kept clear of debris and electric cables and not used as floor storage ;
- (b) Wet surfaces must be either clearly marked with warning signs or covered with suitable non-slip materials ;
- (c) Where forklifts or other moving machinery must use the same passageway with pedestrians, adequate warning signs must be prominently displayed. Both pedestrians and equipment operator must exercise extreme caution ;
- (d) Equipment must be properly positioned to avoid any obstructions to the walkways ;
- (e) Changes in floor elevation and ceiling heights must be clearly marked ;
- (f) Passageways near dangerous operations such as heavy materials lifting, machinery operation or welding must be clearly marked ; and
- (g) Raised walkways and platforms must have handrails.

Walkways.

- 26.—(a) All working locations must be kept clean and orderly ;
- (b) Walking surfaces must be kept dry and appropriate steps taken to ensure that the surfaces are kept clean and slip-resistant ;
- (c) Spills must be cleaned up immediately ;
- (d) All off-cuts, scrap, waste and debris must be promptly removed and safely disposed ;
- (e) All sites and premises must be kept clean and free from unwanted vegetation ;
- (f) All manholes, pits and floor openings must be covered when not in use and clearly marked when opened ;
- (g) All oil and gas fired devices must be equipped with flame failure controls which will prevent the flow of fuel if pilots or main burners are not working ; and

Working
Locations.

(h) Combustible substances may not be stored in the office, and must be stored in specialist storage areas. Access to these areas will be restricted. All sources of ignitions like matches and lighters are prohibited in these storage areas.

Stairways
and Ladders.

27.—(a) Stairways or ladders are strictly for use by qualified and trained employees whose schedules of duty include the use of them ; and

(b) Stairways or ladders must be kept clean, dry and non-slippery at all times.

Mechanical
and Manual
Handling.

28.—(a) Lifting and moving of objects must be done by mechanical devices where practicable ;

(b) The equipment used for lifting must be appropriate for the task ;

(c) The maximum load the equipment can carry must be clearly indicated on it ;

(d) Lifting and moving devices must only be operated by employees trained, qualified and authorised to operate them ;

(e) Load must be inspected for sharp edges, wet or greasy patches ;

(f) Hand gloves must be worn when lifting or moving any load with sharp or splintered edges ;

(g) Hand gloves must be free of oil, grease or agents which might impair good grip ;

(h) The route must be inspected to ensure that it is free from obstruction or spillage, which might cause tripping or slipping ;

(i) No employees of the ASEPZEs or service provider staff member must attempt to lift or move a load considered too heavy to manage comfortably. As a guide, no individual should attempt to lift more than 30kg without assistance ; and

(j) When and where team lifting or moving is necessary, one person must act as coordinator, giving orders to lift, lower as the case may be.

Travel and
Transportation.

29.—(a) All vehicles are to be driven carefully and with due care ;

(b) Reckless or unsafe driving practices will attract disciplinary action from the ASEPZE or ZMC or any other authority as the case may be ;

(c) Drivers must be in the possession of valid and current driving licences from the Federal Road Safety Commission ;

(d) The ASEPZEs shall ensure that all drivers undergo periodic eye tests ;

(e) Vehicles are to be used for authorised purposes only ;

(f) Accidents and near accidents must be reported to Zone Management ; and

(g) All vehicles are to be properly maintained and kept clean and tidy.

30.—(a) Prior to the commencement of any work activity, managers and supervisors are required to carry out a hazard analysis to identify and assess if there are any hazards or risks involved in carrying out the activity ;

Job Hazard Register.

(b) Where hazards are identified, procedures will be put in place to control hazards through elimination, isolation and minimisation ; and

(c) The results of these findings shall be documented in the job hazard register.

31. All waste materials generated in the course of normal business operations of ASEPZEs shall be duty-free including scrap metal, airline catering waste products, production waste, and other effluents and shall be managed in the following manner.

Waste Management.

(a) All ASEPZEs and other licensed operators within ASEPZ shall have a duty of care to ensure that any waste generated from their business activities either directly or indirectly by outsourced contractors is disposed of in a manner which is not hazardous to the operation of ASEPZE, health and wellbeing of individuals or to the environment.

(b) Waste management procedure shall ensure that any wastes generated from facilities are correctly identified in terms of their potential hazard to the environment and to people handling them ;

(c) Stored in a manner which ensures not only non spillage but prohibits access to non authorised persons ; and

(d) Transported according to legislation and disposed of duty-free in accordance with relevant government policy and best practice.

32.—(a) To demonstrate the commitment of ASEPZEs and other licensed operators in ASEPZ to the HSE procedure, the maintenance of good communication systems is mandatory ; and

Awareness Program.

(b) HSE awareness programs and activities will be undertaken on a regular basis.

33.—(a) All employees of ASEPZEs and service providers and their staff are expected to comply with the established HSE rules, standards, regulations and practices ; and

Disciplinary and Corrective Action.

(b) Failure to comply with these HSE rules, standards, regulations and practices will result in disciplinary or contractual action from the employers, ZMC or any other appropriate authority commensurate with the seriousness of the non-compliance.

IMMIGRATION PROCEDURES AND REGULATIONS

Preamble.

9.—(1) Under Section 20 of the Act, ASEPZEs employing non-Nigerian citizens shall apply to Nigeria Immigration Service (NIS) through Zone Management for the purpose of immigration and employment permits, in such a manner as may be prescribed by NIS NEPZA shall work in consultation with the NIS to publish guidelines, procedures and regulations, and process all immigration applications.

All foreigners seeking entry into Nigeria, except they are ECOWAS nationals or nationals of countries with which Nigeria has entered into visa-abolition agreement, need entry visas prior to entry. Visas shall be obtained from Nigeria's Missions abroad.

Types of Ordinary Visas.

- 2.—(a)** Business Visa ;
(b) Tourist Visa ;
(c) Visitors Visa ;
(d) Transit Visa ;
(e) Temporary Work Permit (TWP) ; and
(f) Residence Visa.

Business/ Tourist/ Visitors Visa.

3.—(a) All foreigners visiting Nigeria shall possess one of the above mentioned visas, as appropriate at the Nigeria Mission in the foreigners' country or normal place of abode, and where there is none, the Nigeria Mission closest to the normal place of abode.

(b) Requirements for Short Visit Visa

- (i)** Letter of invitation from sponsor in Nigeria stating purpose of visit and accepting immigration responsibilities ;
(ii) Completed application forms with passport photographs affixed ;
(iii) A return ticket ;
(iv) Evidence of financial sustainability ;
(v) Valid travel document; and
(vi) Approved visa fee where applicable.

Temporary Work Permit Visa.

4.—(a) Temporary Work Permit (TWP) visa is issued to foreigners coming to Nigeria to perform specialised duties for a short duration; such as installation/repairs of machinery, feasibility studies, auditing of accounts, training, commissioning of projects, erection of drilling equipment, control of natural disaster, oil spillage, attending board meetings by non-resident company executive, etc. This is the only category of visa for which approval is granted by the Comptroller-General of Immigration in Nigeria, which is then transmitted to Nigeria's Missions abroad for issuance.

(b) Requirement for TWP Visa

Formal application to the Comptroller-General of Immigration stating passport particulars of the expatriate, purpose of visit and confirmation of acceptance of immigration responsibilities by sponsor ;

- (i)* Evidence of company registration ;
 - (ii)* Evidence of purchase of equipment, contract award, etc ;
 - (iii)* Cable approval from the Comptroller-General of Immigration ;
 - (iv)* Valid travel document with a minimum of 6 months validity ;
 - (v)* Return ticket ;
 - (vi)* Completed application forms with passport photographs affixed ;
- and
- (vii)* Approved visa fee where applicable.

Note : A visa may not be required where there exists a bilateral or multilateral visa abolition agreement with Nigerians for visits not exceeding 90 days.

5.—*(a)* All foreigners coming to reside in Nigeria to work , school or accompany spouses/parents would arrive the country with an STR (Subject to Regularization) visa obtainable at Nigerian Missions abroad.

Residence—
Subject to
Regularization
Visa.

*(b) Requirements for Issuance of STR Visa**Employees :*

(i) Formal application for STR visa made by the employer to the Nigerian Mission abroad closest to the subject normal place of abode, indicating job position and nationality in addition to acceptance of immigration responsibilities. This should be accompanied by a support letter from the Zone Management ;

(ii) Completed visa application forms with passport photographs affixed ;

(iii) Valid travel documents ;

(iv) Photocopies of educational qualifications and curriculum vitae of previous work experience ;

(v) Letter of employment stating the terms and conditions of employment ;

(vi) Letter of acceptance of offer ;

(vii) One-way ticket ;

(viii) Original certificates for sighting ; and

(ix) Approved visa fee where applicable.

(c) Dependants joining principal immigrants

(i) Formal application from the employer accompanied with a support letter from the Zone Management and evidence of acceptance of immigration responsibilities by the employees of the immigrants ;

(ii) Photocopy of principal immigrant's residence permit if joining employee already in Nigeria ;

(iii) Marriage certificate for married women and birth certificate for children ;

(iv) One-way ticket or evidence of airline booking ;

(v) Valid travel document ; and

(vi) Approved visa fee where applicable.

On-Arrival.

6. On arrival in Nigeria, all foreigners are required by law to present themselves before an immigration officer for clearance. The visa is issued subject to compliance with the Immigration laws on arrival and the final authority in regard to the grant of permission to land rests with immigration officers at the port of arrival.

On-Entry.

7. On entry, foreigners are advised to comply, with the following regulations :

(i) All foreigners whose stay in Nigeria is to exceed fifty-six (56) days are to register with the Immigration office nearest to them within twenty-one (21) days of arrival ;

(ii) All foreigners coming to reside in Nigeria will regularize their stay with immigration by obtaining relevant residence/work permit ;

(iii) Movement from one location to another outside normal place of residence in Nigeria in excess of two weeks stay must be reported to NIS upon departure and on arrival at both locations respectively ; and

(iv) Request for extension of visitor's pass will be made prior to expiry if extension of visit is envisaged.

Regularization of Stay.

8. All foreigners residing in Nigeria must regularize their stay by obtaining a Combined Expatriate Residence Permit and Aliens Card (CERPAC).

(a) CERPAC

All expatriates who intend to stay in Nigeria beyond fifty-six (56) days or who intend to reside and work in Nigeria and their dependants are eligible to regularize their stay with the procurement of CERPAC.

(b) Requirements for CERPAC

(i) Formal application to the ASEPZ Immigration Service for regularization, stating post to be occupied, nationality and accepting

immigration responsibilities. Application for regularization must be made within three (3) months from the date of arrival into the country ;

(ii) A valid STR visa ;

(iii) Letter of employment ;

(iv) Letter of acceptance of offer ;

(v) An application form completed and duly vetted at the mission abroad where visa was Issued ;

(vi) Photocopies of credentials duly vetted at the mission abroad where visa was issued ;

(vii) Subject's International Passport accompanied with photocopies of the first six pages of the passport and the page on which the visa was stamped ;

(viii) Board of Directors' resolution for top managerial positions e.g. Board of Directors, Managing Directors, General Managers, Finance Controllers etc ; and

(ix) Approved residence permit fee.

(c) Requirements for CERPAC for Dependants above sixteen years of age joining the principal immigrant.

(i) A formal application from the principal immigrant accepting immigration responsibilities ;

(ii) Photocopy of husband's or father's residence permit (if already regularised) ;

(iii) Photocopy of marriage certificate for married women and birth certificate for children ;

(iv) Letter of admission/photocopy of school identity card where applicable ;

(v) Application forms completed and vetted ; and

(vi) Approved fee where applicable.

9. May be permitted subject to the following :

(a) Formal application to NIS through the Zone Management requesting for change of employment and acceptance of immigration responsibilities ;

(b) Letter of no objection from former employer ;

(c) Letter of offer of employment from ASEPZE ;

(d) Letter of acceptance of offer ;

(e) Board Directors' resolution (where applicable) ;

(f) Resident permit with former employer ; and

Change of
Employment
by Resident
Expatriate
already in
Nigeria.

(g) Approved residence permit fee.

Note : Same applies to any employees of ASEPZEs operating within the ASEPZ wishing to take up employment with a company in another EPZ in NCT.

- Residences. 10.—(a) Expatriates working in ASEPZEs will be allowed to reside in or outside the Zone.
- (b) An ASEPZ Expatriates' Register will be maintained for all expatriates residing in the Zone.
- (c) The Register will contain information such as :
- (i) Name ;
 - (ii) Nationality ;
 - (iii) Employer ;
 - (iv) CERPAC number and validity period ; and
 - (v) Place of residence.
- (d) The ZMC will render a monthly return of expatriates working/living in the Zone.

- Re-Entry Visa. 11. The following documentation are required for a re-entry visa application :
- (a) Formal Application to the Zone Management and NIS by employer/ sponsor accepting Immigration responsibilities ;
 - (b) Completed re-entry visa application form ; and
 - (c) Approved fee where applicable.

Expatriate Quota. 12. All ASEPZEs are exempted from expatriate quota.

Fees. 13. Fees for immigration services will be levied in United States Dollar (US\$) currency and will be as published by the NEPZA in conjunction with the NIS.

INVESTMENT AND APPLICATION PROCEDURES

Introduction. 10—(1) The ASEPZ application process shown later in this section must be followed correctly with the required information being provided in full. Applications may be returned to an applicant on ground of improper completion.

Information Pamphlet. 2. A company wishing to obtain information regarding ASEPZ will apply to the ZMC office for an information pamphlet. Application for an information pamphlet can be made in writing, by telephone or in person. The contact details of the ZMC Office are :

Airline Services Export Processing Zone Company

1. Service Street, Murtala Muhammed Airport, Ikeja, Lagos State, Nigeria.

Tel: +234 1 7749651-2

Fax: +234 1 4932729

SITA: LOSTCXH

E-mail: info@airlineserve.com

EXPRESSION OF INTEREST

A company wishing to register as an enterprise within ASEPZ will apply in writing to the ZMC stating the following information :

- (a) The name and address of the applicant's business ;
- (b) The nature of the applicant's business ;
- (c) The name and position of the applicant ;
- (d) The nature of the business that the applicant is proposing to conduct in the Zone ; and
- (e) Any other information that the applicant may consider relevant.

Expressions of interest will be considered for suitability by the ZMC. Grant of approval to an applicant is subject to NEPZA's approval. Applicants whose proposed businesses do not meet the Zone's requirements will be informed in writing.

3. Applicants whose expressions of interest are successful will be sent an application pack which will comprise the following documents ;

Application Pack.

- (a) An application form with relevant annexes ; and
- (b) ASEPZ's Procedures and Operational Guidelines.

4. Application to undertake approved activity in the Zone will be made on forms provided by the ZMC. The forms will state the application fee and such other details as the ZMC may stipulate from time to time provided that a feasibility study in respect of the approved activity which the applicant wishes to undertake in the Zone will be attached as an annexure to that application and will provide detailed information. The application shall be supported with the following information some or all of which the ZMC may at its discretion waive whenever it considers it to be appropriate to do so :

Submission of Application.

- (a) Project description ;
- (b) Market survey ;
- (c) Funding proposals ;
- (d) Five year financial projections ;

- (e) Environmental impact study ; and
- (f) Details of bankers, auditors and other professional advisers.

Receipt of Application.

5. The ZMC will acknowledge receipt of the completed application form and fee to the applicant in writing as evidence of the due receipt by the ZMC of the application to undertake an approved activity in the Zone.

Approval of Application.

6.—(a) Application to undertake an approved activity will be considered by the Screening Committee consisting of the ZMC and the officials of NEPZA within the Zone and Zone Management within a period not exceeding five (5) working days of receipt of the application by the ZMC office.

(b) The application will be considered against the following :

- (i) That the activities which the applicant intends to undertake in the Zone are approved activities within the Zone ;
- (ii) That the proposed activities will add value to and be consistent with the development programme of ASEPZ ;
- (iii) That the application complies with the provisions of the NEPZ Act and applicable rules and regulations that may be put in place by the ZMC and NEPZA from time to time ;
- (iv) The technical, financial and managerial capabilities of the applicant ; and
- (v) The applicant's experience and track record.

Notice of Approval.

7. The ZMC will notify the applicant of the approval of application or otherwise.

Application for License.

8. Upon receipt of approval to undertake approved activity in the Zone, an applicant will apply to the ZMC for sub-licensing as an approved enterprise in ASEPZ.

Grant of License.

9. Successful applicants will be **granted a license to undertake an approved activity within the Zone on payment of appropriate fee. This will be made payable to:**

“AIRLINE SERVICES EXPORT PROCESSING ZONE COMPANY”

Land and Premises.

10. As part of the approval process the applicant's request for serviced land or factory space within or adjacent to the Zone (submitted as part of the application process) will be assessed. Should the ZMC be unable to meet the applicant's land and premises requirements, contact will be made with the applicant to further discuss and refine the requirements.

Appointment of Building Contractors.

11. Applicants shall consult with the ZMC regarding the appointment of building contractors. Only building contractors approved by the ZMC will be authorized to carry out construction and installation works within the Zone.

12.—(a) Buildings and structures to be constructed by or on behalf of an ASEPZE will be permanent structures built with fire resistant materials in accordance with the appropriate building, public health and fire regulations adopted by the ZMC from time to time.

Buildings and Structures.

(b) Application for building permit shall be submitted to the ZMC after the execution of the land lease agreement, which will consider and grant building permit on such terms as it deems fit within four working days of the receipt of the said application. Any modification or correction required by the ZMC will be incorporated in the approved building plan and complied with by the applicant.

(c) Development of land leased to an ASEPZE by the ZMC will be in accordance with the terms and conditions of the approved building permit issued by the ZMC.

(d) Approval of buildings and structures by the ZMC is subject to NEPZA guidelines and approval.

13. Prior to the commencement of installation of machineries, the ASEPZE will apply for power, water supply and electrical inspection test. Additionally, waste management and pollution control plan must be submitted for approval by the ZMC before commencement of machine installations.

Machinery installations.

14.—(a) An approved enterprise will prior to the commencement of operations apply to the ZMC for permit to commence operations. The ZMC will within twenty-four (24) hours of the receipt of the application complete inspection of the factory site to ensure compliance with relevant building, factory and public health laws and regulations and will issue permit to commence operation if there be no breach of applicable laws and regulations within twenty-four hours of completion of the inspection.

Permit to Commence Operations.

(b) Where an approved enterprise has not complied with relevant regulations, the ZMC will in writing within twenty-four (24) hours after the completion of inspection notify the approved enterprise of non-compliance and directs that it be remedied within a stipulated period.

15.—(a) An approved enterprise that has secured a lease of built-up factory space from the ZMC will commence its operations within six months of the date of execution of the lease agreement. On application, the ZMC may grant an extension for a period not longer than three (3) months.

Commencement of Operations.

(b) An approved enterprise that has secured a lease of land from the ZMC will commence development within three (3) months and operations within eighteen (18) months of the date of execution of sublease agreement. On application, the ZMC may grant an extension for such and on such terms and conditions as it may deem fit.

B422

Failure to Commence Development or Operations within the Stipulated Period.

16.—(a) Where an approved enterprise that has secured a sub-lease of land fails to commence development and or operations within three (3) and eighteen (18) months respectively after the execution of the lease agreement;

(b) Where an approved enterprise that has secured a lease of built-up factory space fails to commence operations within six months after the execution of the sub-lease agreement or such other extension as the ZMC may grant, the license of the approved enterprise to carry on business in the Zone will be revoked forthwith without any further recourse to the ZMC.

Approved Activities.

17. An approved enterprise can engage in approved activities as stipulated by the Act and for which the Zone Management has granted it permission to engage in the Zone provided the approved enterprise's investment in the approved activity is of the value of at least US\$500,000.00 (five hundred thousand United States Dollars) and the operation of the approved activity does not cause damage to human life and property, harm the environment, constitute a threat to public peace and order or national security.

Assignment, Property Use and Alteration.

18.—(a) No real property or any part thereof whether developed or not, will be sub demised or demised in any form in the Zone without the prior written approval of the ZMC having been first sought and obtained.

(b) A lessee wishing to alter, expand or demolish any part of a leased factory building must seek the prior approval of the Zone Management before carrying out such activity and cost involved will be borne by the investor. Such alteration shall be subject to compliance with the relevant building, factory and public health laws and regulations as is applicable within the Zone or as may be amended by the ZMC.

Rent.

19.—(a) All lessees in the Zone will be required to pay applicable ground rent at the prevailing rate to the ZMC calculated on monthly basis.

(b) In the event of any failure to make full and timely payment, the sub-lessee will be deemed to be in breach of agreement for which the ZMC will at its sole discretion have the right to withdraw its approval to the lessee to operate within the Zone.

(c) In the event that such rights have been withdrawn, the ASEPZ's sub-operating license previously granted the sub-lessee will be withdrawn.

Fees.

20.—(a) An approved enterprise will pay the applicable rates per annum to the ZMC, service charges and marketing/promotion fees for services provided.

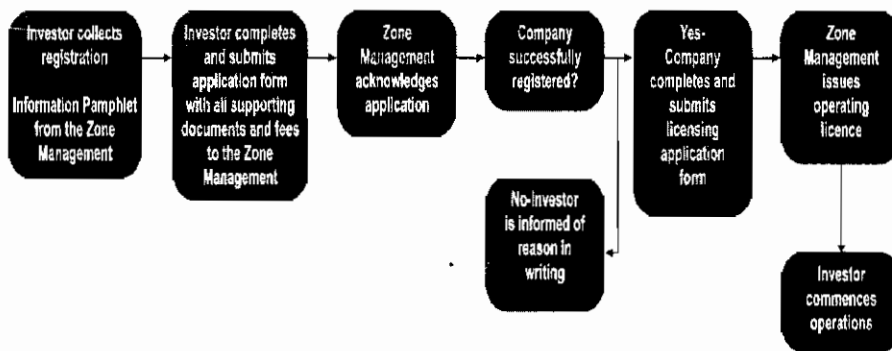
(b) In the event of any failure to make full and timely payment, the investor will be deemed to be in breach of agreement for which the ZMC will at its sole discretion have the right to withdraw its approval to the investor to carry on activity in the Zone.

(c) In the event that such rights have been withdrawn, the ASEPZ's sub-operating license previously granted to the investor may also be withdrawn.

21. In the event that an investor wishes to disinvest for any reason, the ZMC shall take over the building without any form of compensation to the investor. Zone Management shall retain the right to charge the investor in full any and all costs incurred by Zone Management in repairing and/or restoring the same land and/or buildings.

Cessation of Operations.

FIGURE II--INVESTMENT PROCESS FLOW



PLANNING AND CONSTRUCTION PROCEDURES AND REGULATIONS

Application for Land or Pre-Built Factory Space.

11.—(1) An ASEPZE may apply to the ASEPZOCO for land or factory spaces in the Zone to enable it undertake in the Zone the approved activity for which approval is granted by NEPZA and the ZMC.

Payment of Deposit for sub-lease of Land or Pre-Built Factory.

2.—(a) On submission of the application, the sub-licensee may be required to pay to the ZMC such deposit as the ZMC may from time to time stipulate as consideration due on the sub-lease being applied for.

(b) The ZMC will on receipt of application for land or built-up factory space duly acknowledge receipt of same and will within seven (7) days of the acknowledgement of receipt of said application consider and allocate land for built-up factory space or otherwise as the case may be to the approved enterprises.

(c) If ZMC refuses the application or fails to allocate land or built-up factory space within fourteen working days or acknowledgement of receipt of the application or the applicant rejects the allocation within seven days of the notification of the allocation, the ZMC will forthwith refund the deposit paid subject to deduction in respect of administrative charges or fees without interest payment.

Forfeiture of Deposit for Lease.

3.—(a) The deposit paid in respect of a lease for built-up factory space by an ASEPZE will be applied to offset the payment of rent for the built-up factory space on the terms of the lease agreement, provided the ASEPZE occupies the space within three months of the date of the execution of the agreement.

(b) Should the ASEPZE fail to occupy the leased built-up factory space within the period herein stipulated, the deposit paid for the sub-lease will be forfeited to the ZMC without any recourse to Zone Management.

(c) The deposit paid in respect of a sub-lease for land by an ASEPZE will be applied to offset the payment of consideration for the sub-lease of the land on the terms of the sub-lease agreement provided the ASEPZE occupies the land and commences development of said property within six months of the execution of the sub-lease agreement.

(d) Should the ASEPZE fail to occupy the leased land and commence its development within the time stipulated herein, the deposit paid will be forfeited to the ZMC without further ado and any recourse to the ZMC.

Building Permit.

4.—(a) Application for building permits shall be submitted to the ZMC after the execution of the sub-lease agreement and the ZMC will consider and grant building permits on such terms as it deems it within four working days of the receipt of the said application.

(b) The application will be submitted together with two copies of a building plan which may conform to the following :

- (i) Self-designed factory buildings specification ;
- (ii) Nigerian building standards for factories ;
- (iii) Area to be covered will be between 50% and 70% of the land leased ;
- (iv) Buildings will be at least 25 meters from the centre of the road to allow for parking and landscaping ; and
- (v) Provide not more than two access points to the premises.

(c) Any modification or correction required by the ZMC will be incorporated in the approved building plan and complied with by the applicant.

(d) Development of land leased to ASEPZE by the ZMC will be in accordance with the terms and conditions of the approved building permit issued by the ZMC.

5.—(a) Application and structures to be constructed by an approved enterprise will be permanent structures built with fire resistant material in accordance with the building, public health and fire regulations adopted by the ZMC from time to time.

Compliance with Building Regulations.

(b) The ZMC shall be notified before commencement of construction in order to access the layout of building(s).

(c) During construction, the ZMC's engineers will monitor construction activities with a view of ensuring quality and conformity with specifications.

6.—(a) An approved enterprise that has secured a sub-lease of land from the ZMC will commence development of its factory site within three months of the date of execution of the lease agreement.

Commencement of Development.

(b) On application, the ZMC may grant an extension for a period not longer than three months on such terms and conditions as deemed fit.

7.—(a) For sub-leased land not used within the specified periods, the ZMC will take over such land and rentals and infrastructure charge already incurred by the approved enterprise shall not be refunded.

Failure to Commence Development within Stipulated Time.

(b) In the event that the approved enterprise anticipates or occasions a delay in the development of the factory site, it shall apply for an extension as stipulated in paragraph 6(b).

8. Connection of factory buildings to power, water supply, sewage lines, fire fighting system and telecommunication lines will be at the approved rate. Thereafter, payments for facilities consumed will be paid for at rates applicable within the Zone.

Application for Utility Inspection.

HUMAN RESOURCE PROCEDURES

Labour and
employee
services
department.

12.—(1) The Zone Management will in collaboration with the Ministry of Labour and Productivity, establish a labour and employment service department in the Zone. The said department will regulate the labour market and supervise matters relating to the terms and conditions of employment, safety, health and welfare of workers in the Zone.

Employment
Contracts.

2. Employment contracts must contain the following provisions :

(a) The name and where appropriate the registration certificate number of the employers or the group of employers.

(b) The name and address of the worker and the place and date of his engagement ;

(c) The nature of the employment contract ;

(d) Work hours, holidays and leave of absence ;

(e) The date of execution of the employment contracts ;

(f) The duration of the contract, if the duration is temporary ;

(g) If the contract is for a fixed term, the expiration date ;

(h) The wage rate and method of calculation thereof and the manner and periodicity of payment of wages ;

(i) The welfare benefits and accommodation ; and

(j) The period of notice to be given by the party wishing to terminate the contract, in the light of the conditions and circumstances of the contract.

(k) All persons under a contract of employment or a contract of services within any entity within the Zone shall be required to strictly comply with Section 18 (5) of NEPZA Act as it relates to the prohibition of strikes or lock-outs. No employee will belong to any union, association etc.

Provisional
Employment
Contracts/
Apprentice-
ships,
Termination
of Contracts
of
Employment.

3.—(a) The employer may fix a period of time, called the apprenticeship period, during the course of which either party may, without prior notice or notice of payment of an indemnity, terminate the work relationship. The apprenticeship period will be stipulated in the contract. Wages and employees' benefits for employment ending during the course or at the end of the apprenticeship period will be paid for the period during which work was performed;

(b) Apprenticeship contracts may be entered only once between an employer and an employee for a specific job ;

(c) Employment contracts may be terminated for one of the causes set forth below :

- (i) By the expiration of the period for which it was made ;
- (ii) By the death of the worker before the expiration of the contract ;
- (iii) By total disability of the employee ;
- (iv) By the retirement of the employee ;
- (v) By the completion of the contract for specific employment ;
- (vi) By the termination of the employment contract by the employer and the employee in instances stipulated in the employment contract in compliance with regulations ; and
- (vii) By the resignation of the employee.
- (viii) Induction of an employee into a labour union, association or involvement in labour related activities.

(c) Whenever the termination of an employee is grounded on non-compliance with disciplinary work regulations, the employee may adopt the dispute resolution procedure contained in the Employee Handbook of the ASEPZE and where inconclusive refer the dispute to the ZMC which will in consultation with the Federal Ministry of Labour and Productivity make the necessary decision based on these regulations and the disciplinary regulations applicable in the work place.

1. An employer shall duly notify the employees of any modification to the employment Terms and Conditions.

Modification
in
employment
conditions.

2. The minimum wage applicable in the ASEPZ shall not be less than the minimum legal wage of the NCT. Any overtime work performed by an employee in excess of 8 hours per day must be paid as contemplated in the employment contract.

Minimum
wage,
overtime
pay and
holidays.

The taking of weekly holiday, annual paid leave and official holiday shall be subject to both parties' agreement and whenever with the agreement of the employee, leaves are postponed to another date and/or are not taken, benefits shall be as previously agreed by the parties. Every employee shall be entitled after twelve (12) months continuous service to leave with full pay of

- (a) At least six (6) working days ; or
- (b) In the case of persons under the age of sixteen years (including apprentices) at least twelve (12) working days ; and
- (c) In cases where work is performed for less than twelve (12) months, but not less than six (6) months in the continuous employment of an employer, the employee shall be paid a prorated sum.

3.—(a) All disputes between an Employee and an Employer arising from the work place and the contract of employment shall first be settled amicably by the agreed grievance procedure. Whenever disputes are not settled amicably, the matter may be referred by either party within ten (10) days to the board of settlement of disputes.

(b) The Board of Settlement will be composed of :

- (i) The employer in question or its fully authorised representative ;
- (ii) The employee in question or his/her fully authorised representative ;
- (iii) A representative of Zone Management who shall be the Chairman ;
- (iv) A representative of the Authority ; and
- (v) The Head of the labour and employment services department or his representative in the Zone.

(c) The Board shall apply the rules and the provisions of the Arbitration and Conciliation Act 2004 in their deliberations.

(d) In the absence of objections thereto, the decisions of the board of settlement of dispute are enforceable within ten (10) days after date of service to the parties.

(e) Whenever the termination to an employee is not deemed justified by the board of settlement of disputes, the employer shall have the option of either reinstating the employee and paying him/her his/her salary for the period of termination, or pay him/her by way of compensation forty-five (45) days salary for each year of service.

(f) Whenever the termination of an employee is deemed justified by the board of settlement of disputes, his/her termination shall be confirmed by the board of settlement in line with the termination procedure adopted by the ASEPZE.

(g) Every employer in the Zone shall prepare labour disciplinary regulations for its own work place and implement them after confirmation thereof from Zone Management.

(h) In all cases, where a dispute is not settled by the board, either party (or its representative) is obliged to report the dispute to the Head of labour and employment services department of the Zone which shall invoke the provisions of the Trade Disputes Act Cap 432 of 1990 with a view to settling the dispute.

4. Work permit for foreign nationals shall be issued upon the request of ZMC to the relevant government agency. Whenever a foreign contract of employment comes to an end, either the employer or the foreign national whose contract has reached its term must inform ZMC and other agencies concerned with employment of foreign nationals of the termination of the employment contract.

5.—(a) Each employee shall alone establish a Retirement Savings Account (RSA) with a Pension Administrator of choice in line with the Pension Reform Act 2004 for the purpose of the monthly remission of employee's retirement benefits.

Employment
Benefits.

(b) All employers shall remit to their employees' RSAs

(i) A minimum of 7.5 percent of the employees' total emolument on behalf of the employer; and

(ii) A minimum of 7.5 percent of the employees' total emolument on behalf of the employee not later than seven (7) days from the day the employer was paid salary.

(c) Rules and directives concerning the determination of other retirement benefits of the employee shall be in line with the provisions of the Pension Reform Act 2004 and other relevant Laws in the Country.

13. The following facilities will be available within the ASEPZ :

On Site
Facilities.

(1) Good Security Network ;

(2) Administrative Building ;

(3) Separate Administrative Offices for different Regulatory Agencies in the Zone ;

(4) Information Technology Software and Systems ;

(5) Adequate Supply of Clean Water ;

(6) Adequate Power Supply ;

(7) Good Drainage System ;

(8) Good Sewage System ;

(9) Efficient Telecommunication System ;

(10) Good Internal Road Network ;

(11) Warehouses ;

(12) Logistics System ;

(13) Banking Facilities ;

(14) Standard Clinic ; and

(15) Fire Service Building with Fire-fighting Equipment.

(16) Any other ancillary facilities associated either directly or incidentally to good, orderly and smooth running of the Zone.

APPENDIX I
FREE ZONE FEES AND CHARGES

1.	Application form for free zone Enterprise	\$500
2.	Licensing	
	(a) Petroleum Related Operations	\$20,000 renewable yearly (including registration up to first \$1 million of share capital)
	(b) Manufacturing Non-Oil	\$10,000
	(c) Services	\$20,000
	(d) Fabrication	\$20,000
	(e) Trading	\$15,000
	(f) Revision of activity/amendment	30 per cent of cost of license
	(g) Sub lease fees	\$10,000
	(h) Building plan approval	\$0.175/m²(built area)
	(i) Free Zone Bank License	\$25,000
3.	Operational Charges	
	(a) Free Zone Documentation Import by Sea	\$300/transaction/bill of lading
	(b) Container Examination (NEPZA/NCS)	\$50/Container examined
	(c) Outbound Delivery Documentation (Export)	\$300/transaction
	(d) Pre-release Documentation	\$80/transaction
	(e) Zero Duty Documentation	\$300/transaction
	(f) Extra Attendance (Weekend /Public Holidays)	\$200/day/transaction
4.	Registry Services	
	(a) Ownership Change	\$3,000
	(b) Registration of Debentures	\$5,000 on first \$1 mm \$3,000/\$1 mm on remainder
	(c) Search	\$500

(d) Increase in Share Capital	\$5,000 on first \$1 mm \$3,000/\$1 mm on remainder
(e) Registration of Assets Valuation (mandatory)	\$5,000 on first \$1 mm \$3,000/\$1 mm on remainder
(f) Filing of Annual Returns	\$50
5. Facilities	
(a) Ground Rent	\$1.0/m ² p.a. on land other than the Environmental zone. \$0.5/m ² p.a. on Environment Zone. 0.3/ m ² p.a. on the "expansion area"
(b) Warehouse provided by ASEPZ	\$100/ m ² /year
(c) Offices provided by ASEPZ	\$120/ m ² /year
(d) Garbage collection	To be decided
6. Services	
(a) Erection of sign post	\$100 p.a.
(b) Warehouse sign post	\$120 p.a.
(c) Vehicle Registration (new)	\$250/vehicle
(d) Vehicle License Renewal	\$100/vehicle p.a.
7. Utilities	
(a) Electricity	Billed as consumed
(b) Water	Billed as consumed
(c) Telephone	Billed as used
8. Certificate of Origin	
(a) Value of goods in \$	\$500/request
9. Other	
(a) Investment promotion fee	\$10,000/p.a./enterprise
(b) General Administration fee	0.375 <i>per cent</i> on annual FOB sales from Trains 1 and 2 and 0.175 on annual FOB sales from Trains 3 and 4

(c) Capital Development Levy	0.375 per cent on annual FOB sales from Trains 1 and 2 and 0.225 per cent on annual FOB sales from Trains 3 and 4
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*Assets are long term fixed assets.

Minimum intervals of five years for valuation charge only on incremental capital expenditures.

Appendix II—LIST OF OTHER RELEVANT LAWS AND REGULATIONS

Arbitration and Conciliation Act Cap 19 Laws of the Federation of Nigeria 1990

Banks and Other Allied Financial Institutions Act of 1991

Companies Income Tax Act of 1990

Customs, Excise Tariff, etc. (Consolidation) Act

Nigeria Export Processing Zones Act No. 63 of 1992

Pension Reform Act 2004

Petroleum Profits Tax Act Cap 354 Laws of the Federation of Nigeria 1990

Trade Disputes Act Cap 432 Laws of the Federation of Nigeria 1990

Industrial Training Fund Act 1971

Appendix III—LIST OF SAMPLE FORMS AND LETTERS

Sample Registration Application Form

Sample Licensing Application Form

Sample Operating Licence

Sample Quarterly Return of Sales Volume

Sample Quarterly Return of Flow of Goods

Sample Monthly Return of Expatriates Working/Living in Airline Services
Export Processing Zone

Sample Immigration Application Letter

Sample Customs Notification of Consignment Letter

**ENDORSEMENT OF EXPORT PROCESSING ZONE PROCEDURES AND OPERATIONAL
GUIDELINES AS THEY APPLY TO AIRLINE SERVICES EXPORT PROCESSING ZONE**

In accordance with the Nigeria Export Processing Zones Authority Act Cap N107 LFN 2004 and all other enabling laws in that regard and the Nigeria Export Processing Zones Investment Procedures, Regulations and Operational Guidelines for Export Processing Zones in Nigeria, the undersigned hereby endorse the Procedures and Operational Guidelines for the operation of Airline Services Export Processing Zone as published in this manual.

DATED at Abuja this 18th day of March, 2010.

SINA A. AGBOLUAJE
Managing Director
Nigeria Export Processing Zones Authority

21