

No. 5672

**UNITED STATES OF AMERICA
and
NIGERIA**

**Agreement for the establishment within the Federation of
Nigeria of a station for space vehicle tracking and
communications. Signed at Lagos, on 19 October 1960**

Official text: English.

Registered by the United States of America on 14 April 1961.

**ÉTATS-UNIS D'AMÉRIQUE
et
NIGÉRIA**

**Accord relatif à la création, sur le territoire de la Fédération
de Nigéria, d'une station pour le repérage des engins
spatiaux et les communications avec ces engins. Signé
à Lagos, le 19 octobre 1960**

Texte officiel anglais.

Enregistré par les États-Unis d'Amérique le 14 avril 1961.

No. 5672. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE FEDERATION OF NIGERIA AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA FOR THE ESTABLISHMENT WITHIN THE FEDERATION OF NIGERIA OF A STATION FOR SPACE VEHICLE TRACKING AND COMMUNICATIONS. SIGNED AT LAGOS, ON 19 OCTOBER 1960

The Government of the Federation of Nigeria and the Government of the United States of America,

Considering that the Government of the United States wishes to establish and operate, for exclusively scientific and non-military purposes, a station for space vehicle tracking and communications within the Federation of Nigeria as part of a world-wide range being established by that Government in connection with its manned satellite programme, known as "Project Mercury", under which the United States plans to place a manned earth satellite into orbital flight and to recover it, and

Considering further that the Government of the Federation of Nigeria, desiring to co-operate with the Government of the United States in this scientific programme and thereby to contribute to the knowledge of man's spatial environment, have indicated their willingness to agree to the establishment and operation of the said tracking and communications station, for the purposes set forth above, by the Government of the United States on a site in the vicinity of Kano,

Have agreed as follows :

Article I

The costs of constructing, installing, equipping and operating the station shall be borne wholly by the Government of the United States.

Article II

(1) The Government of the Federation of Nigeria shall use their best efforts to ensure that land areas and rights-of-way required for the station shall be made available to the Government of the United States. The specific site or sites and ancillary rights required for the station shall be as agreed upon by the authorised representatives of the two Governments. On the part of the Government of the

¹ Came into force on 19 October 1960, the date of signature, in accordance with article XVIII.

United States these shall be representatives of the National Aeronautics and Space Administration (hereinafter referred to as "NASA"); on the part of the Government of the Federation of Nigeria these shall be representatives of the Government of the Northern Region of Nigeria.

(2) Rental costs for the land areas and rights-of-way required for the station shall be borne by the Government of the United States.

Article III

The station shall include installations for telemetry, a ground to air transmitter, and a ground receiver; installations for point-to-point communications to the extent that communications requirements cannot be met by the authorised telecommunication carriers, who, for the purposes of this agreement, shall be the Nigerian Posts and Telegraphs Department for communications within Nigeria and Cable and Wireless Limited for communications outside Nigeria; and necessary supporting buildings and structures for offices, storage, housing, sanitation and for other purposes which may be required. Buildings shall generally be of a standard prefabricated type, transportable and removable. Power for the station shall be obtained locally to the extent this is mutually convenient, or shall be generated at the sites from equipment installed as a part of the station. Roads shall be constructed as necessary, at the expense of the Government of the United States, to connect the station with the local road system.

Article IV

The Government of the Federation of Nigeria shall co-operate with the Government of the United States to determine the radio frequencies to be used for the station. All radio operations shall be conducted so as not to interfere with the services of installations in the Federation of Nigeria or in neighboring territories, and shall comply at all times with the provisions of the International Telecommunication Convention.¹

Article V

Construction of the station shall be by a United States contractor who shall to the maximum feasible, employ local sub-contractors, if available, and local labour to perform the required work. Maximum use shall be made of materials and supplies available locally. The Government of the Federation of Nigeria shall, upon request, use their best efforts to assist the contractor in the local procurement of goods, materials, supplies and services required for the construction of the station.

¹ United States of America : *Treaties and Other International Acts Series* 3266.

Article VI

Special electronic and related equipment required for the station shall be equipment standardised for Project Mercury and shall be installed by United States technicians.

Article VII

The Government of the Federation of Nigeria shall, upon request, take the necessary steps to facilitate the admission into Nigeria of materials, equipment, supplies, goods or other property furnished by the Government of the United States for the purposes of the station. No tax, duty or charge shall be levied or assessed, either by the Federal Government of Nigeria, or by the Government of the Northern Region of Nigeria, on such materials, equipment, supplies, goods or other property brought into Nigeria (not being property imported for the personal use of employees of the station), on condition that they are subsequently re-exported from Nigeria, unless they are disposed of under the provisions of paragraph (1) of Article XI of this Agreement.

Article VIII

Title to all materials, equipment or other property used in connection with the station shall remain in the Government of the United States. Such materials, equipment and other property of the Government of the United States, and its official papers, shall be exempt from inspection, search and seizure, and may be removed free of taxes or duties by the Government of the United States at any time. Such exemption shall be subject to the deposit with the Government of the Federation of Nigeria of a certificate in a form agreed between that Government and NASA, together with such customs documents as may be agreed.

Article IX

(1) The station shall be operated by NASA, either directly or through a United States contractor. In either case, the resident director of the station shall be an official of the Government of the United States in the person of a NASA representative. In addition to essential United States technicians and specialists assigned by NASA or its contractor, qualified local personnel shall be utilised in connection with the operation and maintenance of the facility to the maximum extent feasible.

(2) Any point-to-point communications established under the provisions of Article III above shall be used solely for the transmission or reception of operational or essential administrative messages in connection with station activities; no social messages, or any messages on behalf of any third party shall be transmitted or received.

(3) The operator of the said point-to-point communications shall refuse to accept any communications other than those authorised in paragraph (2) of this

Article ; if any such unauthorised communication is involuntarily received, the operator shall not divulge the contents thereof to any person or reproduce such communications in writing or make use thereof.

(4) Radio communication with fixed points shall be established only with those points that are authorised by the Government of the Federation of Nigeria.

Article X

(1) The Government of the Federation of Nigeria shall take the necessary steps to facilitate the admission into Nigeria of such United States personnel, their wives and minor children, as may be assigned by NASA to visit or participate in the establishment and operation of the station.

(2) The presence of United States personnel, in Nigeria, in connection with the establishment or operation of the station shall not, of itself, subject such personnel to taxation, either on income or property.

(3) For the purposes of this Article, the expression "United States personnel" means any person not normally resident in the Federation of Nigeria employed by, or under a contract with, the Government of the United States or NASA or a United States contractor engaged in works under contracts with that Government or NASA, in connection with the establishment or operation of the station, except that paragraph (2) of this Article shall apply only to officials of the Government of the United States.

Article XI

(1) If the Government of the United States should desire to dispose in the Federation of Nigeria of all or part of the materials, equipment or other property to which it holds title in Nigeria, it shall not dispose of any such materials, equipment or other property :

- (i) without the consent of the Government of the Federation of Nigeria ;
- (ii) without offering such materials, equipment or property for sale to that Government, if such offer is consistent with the laws of the United States of America then in effect ; or
- (iii) before the expiration of such period (not being less than 120 days after the date of such offer) as may be reasonable in the circumstances.

(2) Any such materials, equipment or other property not removed or disposed of as aforesaid within a reasonable time after the termination of the use of the station shall become the property of the Government of the Federation of Nigeria.

(3) Any site or other ground from which such materials, equipment or other items of property are removed shall, if the Government of the Federation of Nigeria

so require, be restored as far as possible by the Government of the United States to its condition at the date of its occupation by that Government before possession is given back to the owner thereof.

Article XII

The Government of the United States shall, in consultation with the Government of the Federation of Nigeria, take all reasonable precautions against damage and danger resulting from operations of the station.

Article XIII

The Government of the United States shall use its best efforts to ensure that adequate and effective compensation will be paid, with due consideration being given to the sum payable in a similar case under the law of the Federation of Nigeria, in respect of :

- (a) injury, including injury resulting in death, caused to any person ; and
- (b) loss or damage caused to any property ;

resulting from any act or omission on the part of the Government of the United States or any officer, servant, agent, authorised representative or contractor of the Government of the United States, acting within the scope of his authority and employment, in connection with the establishment, maintenance or use of the station. The Government of the United States shall consider and make disposition of any such claim against the Government of the Federation of Nigeria, the Government of the Northern Region of Nigeria and all other interested authorities, corporations and persons.

Article XIV

The Government of the United States shall make available to the Government of the Federation of Nigeria such information obtained in the general operation of Project Mercury as the Government of the Federation of Nigeria may require.

Article XV

Supplementary arrangements between NASA and the Government of the Federation of Nigeria may be made from time to time as required for the carrying out of the purposes of this Agreement.

Article XVI

It is understood that to the extent that the carrying out of this Agreement will depend on funds appropriated by the Congress of the United States, it is subject to the availability of such funds.

Article XVII

(1) The Government of the United States anticipates that the station will be required for use until July 1, 1963. The Government of the Federation of Nigeria agree that the station may be operated in accordance with the provisions of the present Agreement until that date, and thereafter, on the request of the Government of the United States, for such additional period and on such terms as may be agreed upon by the two Governments.

(2) Should changed conditions alter the requirements of the Government of the United States for the station at any time prior to July 1, 1963, that Government shall have the right to terminate its use of the station after ninety days advance notice to the Government of the Federation of Nigeria of its intention to terminate the use of the station.

Article XVIII

This Agreement shall enter into force on signature.

IN WITNESS WHEREOF the undersigned, duly authorised thereto by their respective Governments, have signed the present Agreement.

DONE in duplicate at Lagos, Nigeria this nineteenth day of October, 1960.

John K. EMMERSON
Chargé d'Affaires ad interim
of the United States of America

Abubakar T. BALEWA
Prime Minister
of the Federation of Nigeria