

**No. 8710**

---

**NIGERIA  
and  
SWITZERLAND**

**Agreement for air services between and beyond their respective territories (with annex). Signed at Lagos, on 11 October 1965**

*Official texts: English and French.*

*Registered by the International Civil Aviation Organization on 31 July 1967.*

---

**NIGÉRIA  
et  
SUISSE**

**Accord relatif aux services aériens entre leurs territoires respectifs et au-delà (avec annexe). Signé à Lagos, le 11 octobre 1965**

*Textes officiels anglais et français.*

*Enregistré par l'Organisation de l'aviation civile internationale le 31 juillet 1967.*

No. 8710. AGREEMENT<sup>1</sup> BETWEEN THE SWISS CONFEDERATION AND THE FEDERAL REPUBLIC OF NIGERIA FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES. SIGNED AT LAGOS, ON 11 OCTOBER 1965

The Swiss Federal Council and the Government of the Federal Republic of Nigeria,

Considering that the Swiss Confederation and the Federal Republic of Nigeria are Parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944,<sup>2</sup> and

Desiring to conclude an Agreement, supplementary to the said Convention, for the purpose of establishing air services between and beyond their respective territories,

Have agreed as follows :

*Article 1*

For the purpose of the present Agreement, unless the context otherwise requires :

(a) the term “ the Convention ” means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944 and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or Convention under Articles 90 and 94 thereof so far as those Annexes and amendments have been adopted by both Contracting Parties;

(b) the term “ aeronautical authorities ” means, in the case of the Swiss Confederation, the Federal Air Office, and any person or body authorised to perform any functions at present exercised by the said Authority, or similar functions, and in the case of the Federal Republic of Nigeria, the Minister responsible for aviation matters and any person or body authorised to perform any functions at present exercised by the said Minister, or similar functions;

(c) the term “ designated airline ” means the airline which has been designated and authorised in accordance with Article 3 of the present Agreement;

<sup>1</sup> Applied provisionally as from 11 October 1965, the date of signature, in accordance with article 17.

<sup>2</sup> United Nations, *Treaty Series*, Vol. 15, p. 295; for subsequent actions relating to this Convention, see references in Cumulative Indexes Nos. 1 to 6.

(d) the term “ territory ” in relation to a State means the land areas and territorial waters adjacent thereto under the sovereignty, protection or trusteeship of that State; and

(e) the terms “ air service ”, “ international air service ”, “ airline ” and “ stop for non-traffic purposes ” have the meanings respectively assigned to them in Article 96 of the Convention.

### *Article 2*

(1) Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the purpose of establishing scheduled international air services on the routes specified in the Annex to the present Agreement. Such services and routes are hereafter called “ the agreed services ” and “ the specified routes ” respectively.

(2) The airline designated by each Contracting Party shall enjoy, while operating an agreed service on a specified route, the following rights :

(a) to fly without landing across the territory of the other Contracting Party;

(b) to make stops in the said territory for non-traffic purposes; and

(c) to make stops in the said territory at the points specified for that route in the Annex to the present Agreement for the purpose of putting down and taking up international traffic in passengers, cargo and mail.

(3) Nothing in paragraph (1) of this Article shall be deemed to confer on the airline designated by one Contracting Party the privilege of taking up, in the territory of the other Contracting Party, passengers, cargo or mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

### *Article 3*

(1) Each Contracting Party shall have the right to designate in writing to the other Contracting Party one airline for the purpose of operating the agreed services on the specified routes.

(2) On receipt of such designation, the other Contracting Party shall, subject to the provisions of paragraphs (3) and (4) of this Article, without delay grant to such designated airline the appropriate operating authorisations.

(3) The aeronautical authorities of one Contracting Party may require the airline designated by the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by such authorities in conformity with the provisions of the Convention.

(4) Each Contracting Party shall have the right to refuse to grant the operating authorisations referred to in paragraph (2) of this Article, or to impose such conditions as it may deem necessary on the exercise by the designated airline of the rights specified in Article 2 of the present Agreement, in any case where the said Contracting Party is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in its nationals.

(5) When an airline has been so designated and authorised, it may begin at any time to operate the agreed services, provided that a tariff established in accordance with the provisions of Article 8 of the present Agreement is in force in respect of that service.

#### *Article 4*

(1) Each Contracting Party shall have the right to revoke an operating authorisation or to suspend the exercise of the rights specified in Article 2 of the present Agreement by the airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights :

- (a) in any case where it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in nationals of such Contracting Party, or
- (b) in the case of failure by that airline to comply with the laws or regulations of the Contracting Party granting these rights, or
- (c) in case the airline otherwise fails to operate in accordance with the conditions prescribed under the present Agreement.

(2) Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph (1) of this Article is essential to prevent further infringements of laws or regulations, such right shall be exercised only after consultation with the other Contracting Party.

#### *Article 5*

(1) Aircraft operated on international services by the designated airline of either Contracting Party, as well as their regular equipment, supplies of fuels and lubricants, and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempt from all customs duties, inspection fees and other similar charges on arriving in the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported or are used on the part of the journey performed over that territory.

(2) There shall also be exempt from the same duties, fees and charges, with the exception of charges corresponding to the service performed :

- (a) aircraft stores taken on board in the territory of a Contracting Party, within limits fixed by the authorities of the said Contracting Party, and for use on board outbound aircraft engaged in an international service of the other Contracting Party;
- (b) spare parts introduced into the territory of either Contracting Party for the maintenance or repair of aircraft used on international services by the designated airline of the other Contracting Party;
- (c) fuels and lubricants destined to supply outbound aircraft operated on international services by the designated airline of the other Contracting Party, even when these supplies are to be used on the part of the journey performed over the territory of the Contracting Party in which they are taken on board.

Materials referred to in sub-paragraph (a), (b) and (c) above may be required to be kept under Customs supervision or control.

#### *Article 6*

The regular airborne equipment, as well as the materials and supplies retained on board the aircraft of either Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the Customs authorities of that territory. In such case, they may be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with Customs regulations.

#### *Article 7*

- (1) There shall be fair and equal opportunity for the designated airline of each Contracting Party to operate the agreed services on the specified routes.
- (2) The inauguration and subsequent operation of the agreed services on the specified routes shall be within the conditions outlined in the Annex to the present Agreement or as it may be amended from time to time, due regards being given to the principle set out in paragraph (1) of this Article.

#### *Article 8*

- (1) The tariffs to be charged by the airline of one Contracting Party for carriage to or from the territory of the other Contracting Party shall be established at reasonable levels due regard being taken of all relevant factors including cost of operation, reasonable profit and the tariffs of other airlines.
- (2) The tariffs referred to in paragraph (1) of this Article shall, if possible, be agreed upon by the designated airlines of both Contracting Parties, in consultation with other airlines operating over the whole or part of the route, and such

agreement shall, where possible, be reached through the rate-fixing machinery of the International Air Transport Association.

(3) The tariffs so agreed upon shall be submitted for the approval of the aeronautical authorities of the Contracting Parties at least thirty (30) days before the proposed date of their introduction; in special cases, this time limit may be reduced, subject to the agreement of the said authorities.

(4) If the designated airlines cannot agree on any of these tariffs, or if for some other reason a tariff cannot be fixed in accordance with the provision of paragraph (2) of this Article, or if during the first fifteen (15) days of the thirty (30) days' period referred to in paragraph (3) of this Article one Contracting Party gives the other Contracting Party notice of its dissatisfaction with any tariff agreed upon in accordance with the provision of paragraph (2) of this Article, the aeronautical authorities of the Contracting Parties shall try to determine the tariff by agreement between themselves.

(5) If the aeronautical authorities cannot agree on the approval of any tariff submitted to them under paragraph (3) of this Article, or on the determination of any tariff under paragraph (4), the dispute shall be settled in accordance with the provisions of Article 13 of the present Agreement.

(6) Subject to the provisions of paragraph (5) of this Article, no tariff shall come into force if the aeronautical authorities of either Contracting Party have not approved it.

(7) The tariffs established in accordance with the provisions of this Article shall remain in force until new tariffs have been established in accordance with the provisions of this Article.

#### *Article 9*

(1) The laws and regulations of one Contracting Party governing entry into and departure from its territory of aircraft engaged on scheduled international air services or flights of such aircraft within its territory shall apply to the designated airline of the other Contracting Party.

(2) The laws and regulations of one Contracting Party governing entry into, sojourn in, and departure from its territory of passengers, crew, mail and cargo, particularly with regard to the formalities required in respect of entry and exit, customs and sanitary measures, shall apply to passengers, crew, mail and cargo carried by the aircraft of the designated airline of the other Contracting Party while they are within the said territory.

(3) Passengers in direct transit in the territory of one Contracting Party shall be subject to a simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other charges.

(4) Each Contracting Party undertakes not to give preferential treatment to its own airlines over the designated airline of the other Contracting Party in the application of its regulations relating to clearance formalities.

#### *Article 10*

The aeronautical authorities of one Contracting Party shall at the request of the aeronautical authorities of the other Contracting Party supply to them such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services by the designated airline of the first Contracting Party. Such statements shall include information required to determine the amount of traffic carried by that airline on the agreed services and the origins and destinations of such traffic.

#### *Article 11*

Each Contracting Party grants to the designated airline of the other Contracting Party the right of free transfer at the official rate of exchange of the excess of receipts over expenditure earned by that airline in its territory in connection with the carriage of passengers, mail and cargo.

#### *Article 12*

(1) In a spirit of close co-operation, the aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of the present Agreement and the Annex thereto and shall also consult when necessary to provide for modification thereof.

(2) Either Contracting Party may request such consultation, which may be through discussion or by correspondence, and shall begin not later than sixty (60) days from the date of the request, unless both Contracting Parties agree to an extension of this period.

#### *Article 13*

(1) If any dispute arises between the Contracting Parties relating to the interpretation or application of the present Agreement, the Contracting Parties shall in the first place endeavour to settle it by negotiation.

(2) If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for decision to some person or body. If they do not so agree, the dispute shall at the request of either Contracting Party be submitted for decision to a tribunal of three arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two so nominated. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty

(60) days from the date of receipt by either Contracting Party from the other of a notice through diplomatic channels requesting arbitration of the dispute by such a tribunal and the third arbitrator shall be appointed within a further period of sixty (60) days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the International Civil Aviation Organisation may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. In such case, the third arbitrator shall be a national of a third State and shall act as President of the arbitral tribunal.

(3) Each Contracting Party will be responsible for the cost of its designated arbitrator and subsidiary staff provided and both Contracting Parties shall share equally all such further expenses involved in the activities of the tribunal including those of the President.

(4) The Contracting Parties shall comply with any decision given under paragraph (2) of this Article.

(5) If, and so long as, either Contracting Party or the designated airline of either Contracting Party fails to comply with a decision given under this Article, the other Contracting Party may limit, withhold or revoke any rights or privileges which it has granted by virtue of the present Agreement to the Contracting Party in default or to the designated airline of that Contracting Party.

#### *Article 14*

(1) If either of the Contracting Parties considers it desirable to modify any provision of the present Agreement, such modification, if agreed upon between the Contracting Parties, and if necessary after consultation in accordance with Article 12 of the present Agreement, shall provisionally become applicable until it is confirmed by an exchange of notes through diplomatic channels, after the constitutional requirements of each Contracting Party have been complied with.

(2) The Annex to the present Agreement may be modified by agreement between the aeronautical authorities of the Contracting Parties.

#### *Article 15*

Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate the present Agreement; such notice shall be simultaneously communicated to the International Civil Aviation Organisation. In such case the Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organisation.



*Article 16*

(1) The present Agreement shall be subject to ratification by the Contracting Parties and instruments of ratification shall be exchanged through diplomatic channels.

(2) The present Agreement and its Annex shall be provisionally applicable from the date of signature and shall come into force definitively on the date of exchange of instruments of ratification.

(3) If instruments of ratification are not exchanged within twelve (12) months from the date of signature, either Contracting Party may terminate the provisional application of this Agreement by giving six (6) months' notice in writing to the other Contracting Party.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed the present Agreement :

DONE at Lagos this 11<sup>th</sup> day of October 1965 in duplicate in the French and the English languages, both texts being equally authentic.

For the Swiss Federal  
Council :  
G. E. BUCHER

For the Government  
of the Federal Republic of Nigeria :  
J. A. WACHUKU

ANNEX

SCHEDULE I

*Routes to be operated by the designated airline of Nigeria*

<i>Column (1) Points of Departure</i>	<i>Column (2) Intermediate Points</i>	<i>Column (3) Points in Switzerland</i>	<i>Column (4) Points Beyond</i>
Points in Nigeria		Geneva or Zurich	London

*Note:*

1. The designated airline may omit any point on any or all flights on the specified routes.

2. The designated airline may terminate any of its services in Switzerland.

3. Points not mentioned in the Schedule may be served as intermediate points or as points beyond but no traffic rights may be exercised between such points and any point in Switzerland.

4. The frequency and capacity to be offered on the agreed services shall bear close relationship to the requirements of the public for transportation on the specified routes

and shall be provided by the designated airlines of the Contracting Parties so that each airline equitably participates in the operation of the services. Any arrangement reached to this effect between the airlines shall be subject to approval on reciprocal basis by the aeronautical authorities of the Contracting Parties.

SCHEDULE II

*Routes to be operated by the designated airline of Switzerland*

<i>Column (1) Points of Departure</i>	<i>Column (2) Intermediate Points</i>	<i>Column (3) Points in Nigeria</i>	<i>Column (4) Points Beyond</i>
Points in Switzerland		Kano or Lagos	A point to be agreed upon

*Note:*

1. The designated airline may omit any point on any or all flights on the specified routes.

2. The designated airline may terminate any of its services in Nigeria.

3. Points not mentioned in the Schedule may be served as intermediate points or as points beyond but no traffic rights may be exercised between such points and any point in Nigeria.

4. The frequency and capacity to be offered on the agreed services shall bear close relationship to the requirements of the public for transportation on the specified routes and shall be provided by the designated airlines of the Contracting Parties so that each airline equitably participates in the operation of the services. Any arrangement reached to this effect between the airlines shall be subject to approval on reciprocal basis by the aeronautical authorities of the Contracting Parties.