

No. 9258

NETHERLANDS
and
DAHOMEY, MALI, NIGER and NIGERIA

**Agreement concerning a study on the navigability of the
central portion of the Niger River. Signed at Niamey,
on 22 September 1967**

Official texts: English and French.

Registered by the Netherlands on 26 September 1968.

PAYS-BAS
et
DAHOMEY, MALI, NIGER et NIGÉRIA

**Convention concernant une étude sur la navigabilité de la
partie centrale du fleuve Niger. Signée à Niamey, le
22 septembre 1967**

Textes officiels anglais et français.

Enregistré par les Pays-Bas le 26 septembre 1968.

No. 9258. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE KINGDOM OF THE NETHERLANDS AND THE GOVERNMENTS OF THE REPUBLIC OF DAHOMEY, OF THE REPUBLIC OF MALI, OF THE REPUBLIC OF NIGER AND OF THE FEDERAL REPUBLIC OF NIGERIA CONCERNING A STUDY ON THE NAVIGABILITY OF THE CENTRAL PORTION OF THE NIGER RIVER. SIGNED AT NIAMEY, ON 22 SEPTEMBER 1967

The Government of the Kingdom of the Netherlands on the one hand, and

The Governments of the Republic of Dahomey, of the Republic of Mali, of the Republic of Niger and of the Federal Republic of Nigeria (hereinafter called the riparian States) on the other hand,

Desirous of strengthening the ties of friendship between their nations and of promoting the good relations between their countries generally,

Recognizing the importance of a navigability study of the central part of the river Niger for the international transport between the riparian States;

Have agreed as follows :

Article 1

The Netherlands Government shall designate a consulting engineering Bureau (hereinafter called the designated consultant) to carry out a navigability study of the central part of the river Niger.

The expenses involved in the navigability study will be borne jointly by the Netherlands Government and the Governments of the riparian States in accordance with article 4 and 6.

Article 2

For the execution of this agreement the riparian States shall be represented by the River Niger Commission.

Article 3

The objectives of the study shall be :

- (i) to survey the navigability of the river Niger between Tossaye and Yelwa under the present régime conditions;

¹ Came into force on 22 September 1967 upon signature by the five Contracting Governments, in accordance with article 12.

- (ii) to study preliminarily the possibilities of improving the navigability, which study shall include :
 - a. the effects upon the navigability of planned development works of all nature as far as these influence the régime in the river stretch concerned;
 - b. the effects upon existing facilities along the river of the works which may be proposed by the designated consultant to improve the navigability of the river Niger between Tossaye and Yelwa.
- (iii) to make a rough estimate of the cost of improving the navigability of the river stretch concerned;
- (iv) to elaborate a detailed programme of the necessary complementary studies including an estimate of the cost of these studies and their length of time;
- (v) to obtain information on the type of ships suitable for navigation between locations along the river stretch concern and the ports in the Niger delta and the running cost of such ships;
- (vi) to study the economic aspects of the improvement of the said river stretch as far as transport is concerned.

Article 4

In the furtherance of the objectives of the study the Netherlands Government shall cause the designated consultant :

- (i) to collect hydrological data on the river Niger between Tossaye and Yelwa and utilise such hydrological data as are available;
- (ii) to send out a team of two experts to do the field-work for the study;
- (iii) to send out an economist specialized in transportation problems to assist the said team in respect of the economic aspects of the study;
- (iv) to send out a specialist who is versed in navigability problems;
- (v) to prepare a report containing the study referred to in article 3. The report shall include recommendations as to the items mentioned in Article 3.

Twenty copies of the report shall be presented by the Netherlands Government to the Government of each of the riparian States in the official language of that State.

Article 5

It is understood that the designated consultant will at no cost or no risk to it provide, when possible, opportunities for training during the course of the study to one professional officer (economist or engineer) nominated by the Government of each of the riparian states, provided that :

all arrangements and payments regarding remunerations, travel costs, board and lodging, transport facilities etc., of the trainees will be the sole and full responsibility of the respective sponsors (Netherlands Government and the interested riparian States).

Article 6

For the proper execution of the study, the Governments of the Netherlands and of the riparian States agree, as far as they are concerned, to make certain contribution the details of which appear in the Plan of Execution being a part and parcel of the Agreement, and which is approximately for the Netherlands £ 66,000 and the riparian States £ 19,000.

Article 7

The personnel of the designated consultant and the personnel made available by the riparian States shall be granted such facilities in respect of interstate crossing together with all equipment and personal effects as may be required for the proper performance of their duties under the Agreement.

Article 8

The designated consultant and its expatriate personnel shall be exempted from all taxes levied in any of the riparian States on any payment they may receive arising out of the fulfillment of their functions.

The designated consultant and its expatriate personnel shall be given the first arrival privileges for their personal effects and their household goods imported within the first three months of their arrival.

Article 9

The riparian States shall be responsible for dealing with any claims which may be brought by third parties against the Government of the Netherlands, the Agent(s) in charge of the operation, the personnel or the employees of the Agent(s) in charge of the operation and the riparian States shall hold harmless the Government of the Netherlands, the designated Consultant, personnel and employees, in case of any claims or liabilities resulting from the operations under this Agreement, except where the Contracting Parties and the agent in charge of the operation agree that such claims or liabilities arise from gross negligence or wilful misconduct of such agents, personnel or employees.

Article 10

Any dispute that may arise among the Contracting Governments on the interpretation or application of this Agreement and the annexed Plan of Operation shall be resolved through diplomatic channels or as may be mutually agreed by the Contracting Governments.

Article 11

The results of the studies remain the exclusive property of the signatory States and will, in no case or under no conditions, be communicated to third parties without the agreement of these States.

Article 12

This Agreement shall come into force on the day on which it has been signed on behalf of each of the five Contracting Governments. This Agreement shall remain in force until the day on which the report referred to in Article 4 (v) has been presented to the Governments of the riparian States, or at most for the period of one year. If the report has not been presented at the end of this period the term of this Agreement shall be tacitly extended for another maximum period of one year or until the day of the presentation of the report whichever date comes first.

IN WITNESS WHEREOF the undersigned, duly authorized, thereto, have signed the present Agreement.

DONE AT Niamey this September the 22nd, 1967 in five originals in the English and French languages, both texts being equally authentic.

For the Government
of the Kingdom of the Netherlands :

F. VON OVEN

For the Government
of the Republic of Dahomey :

Detien HONVO

For the Government
of the Republic of Mali :

L. KEITA

For the Government
of the Republic of Niger :

G. KARIMOU

For the Federal Government
the Republic of Nigeria :

Yahaya GUSAU